TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

TO NON-SUBSCRIBERS.—*Gentlemen who desire to be supplied with the future numbers of this paper are requested to send their orders to the Office of the Company,* 13, *Carey-street, Lincoln's Inn, London, W. C.*

We cannot notice any communication unless accompanied by the name and address of the writer.

*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

THE SOLICITORS' JOURNAL.

LONDON, SEPTEMBER 19, 1857.

RECENT WINDING-UP CASES.

Two cases, which have recently come before the Courts of Chancery and Bankruptcy, will serve to test the respective value of the winding-up machinery provided by the Limited Liability Act and by the old Winding-up Statutes, as modified by the Act of the last session. The Surrey Gardens Company is handed over to the administration of the Court of Bankruptcy, and the London and Eastern Banking Corporation has fallen into the hands of V. C. Wood. We shall watch with some interest the proceedings of the two Courts, as we are disposed to think that neither of the remedies provided by the Legislature is exactly what it should be, and that experience will probably suggest some uniform mode of procedure, which shall combine the advantages, and avoid the defects, of both.

One of the main distinctions between the machinery devised for limited companies and that which applies to banking and other corporations is, that, in the former, the jurisdiction in ordinary cases is confined to the Court of Bankruptcy, while, in the latter, the Chancellor may take the initiative, subject to the intervention of the assignee in bankruptcy, as representative of the creditors, in case proceedings should also be taken in Basinghall-street. Another most important difference is, that the official manager, under the Winding-up Acts, must be appointed on the application of a contributory, while one of the official liquidators, on a creditor's petition under the Limited Liability Act, may be selected by the majority of creditors, at a meeting to be held for the purpose. In one of these respects, we believe, the advantage will be found to be decidedly in favour of the old procedure, and, in the other, not less clearly on the side of the new machinery. The right of creditors to have a voice in the appointment of the officer on whose vigilance and activity the result of the winding up must mainly depend, is so obvious, that we cannot think that the Chancery method of winding up defaulting companies will be left much longer without the introduction of an amendment, for the purpose of securing the rights of the public as against the shareholders of a fraudulent concern. The Act of the last session, it is true, has enabled the creditors to appoint a representative; but, instead of clothing him with authority to support their just claims, it has merely empowered him to abandon them on such terms of compromise as the shareholders may choose to offer. What is required is, some security that the most will be made of the company's assets, and that a reasonable contribution will be enforced against the parties who are liable as contributories. So far as concerns the choice of the officers to whom the duty of making calls and getting in assets is committed under the direction of the Court, the Limited Liability Act is fair enough in those cases where the petition has emanated from a creditor; but the case of the Surrey Gardens shows that this provision may easily be evaded, as it is always in the power of the directors to anticipate a hostile petition by procuring some shareholder to make the first application to the Court. By whomsoever the petition may be presented, the object of the winding up is the same; and we see no reason why creditors should not be allowed to nominate one of the official liquidators, as well in the case of a petition promoted by the company itself, as of one where a creditor may, by extraordinary activity, have managed to get the start. With such an extension of the rights allowed to creditors, we think that the Limited Liability Act would be free from objection so far as it regulates the choice of officers for conducting the proceedings; and we shall not be surprised if the issue of the pending litigation in the case of the companies to which we have referred, should afford another illustration of the necessity of giving more authority to the creditors as a body than is allowed by the present state of the law. The old device, of leaving to each creditor the power of protecting himself by individual proceedings against any or all of the unlucky shareholders, has been justly condemned, and is now, practically, abolished by the recent statute; but this renders it the more necessary that the claims of the whole body should be aided by the same privilege of appointing a creditors' liquidator, which is accorded to the victims under a private bankruptcy.

As yet the proceedings against the London and Eastern Banking Company and the Surrey Gardens Company have not advanced far enough to afford a conclusive test of the relative efficiency of the two courts on which the task of winding-up has devolved in the two cases; but even the preliminary discussions which have taken place in Basinghall-street are enough to suggest grave doubts whether the constitution of the Court of Bankruptcy is well adapted to the performance of the novel duties which have been cast upon it. The real hitch, however, will be when the settlement of the list of contributories, and the adjustment of their liabilities *inter se*, come under consideration; and we shall be agreeably disappointed to find that the Court of Bankruptcy can manage without the aid of the chamber machinery—by which so much is done in winding-up cases in Chancery—to dispose satisfactorily and expeditiously of the very complicated and delicate questions which seldom fail to arise. Perhaps the difficulty may be less in the case of the Surrey Gardens than in other companies that may hereafter come under the bankruptcy jurisdiction, because it appears that the shares are for the most part fully paid up, and the list of contributories will, therefore, be extremely small. But whenever the Court of Bankruptcy shall find itself under the necessity of acting extensively on the clauses by which it is empowered to raise calls from contributories, we have a very strong suspicion that the unsuitableness of the jurisdiction will be painfully obvious.

Leaving legal points, and looking to the moral aspect of these last exposures of the way in which public companies are administered, it is enough to say that the broad features are just the same as those which disgusted the world in the British Bank affair. If Mr. Cameron and Mr. Brown were allowed to enrich themselves out of the funds committed to their care, the manager and directors of the London and Eastern Banking Corporation have been even more remarkable for the energy with which they have played the same game. The advance of £235,000 out of a paid-up capital of £250,000, which was made, on insufficient security, to Colonel Waugh, quite throws into the shade the less magnificent appropriations of the directors of the South Sea House; and the ingenious way in which the loan was entered in the published accounts of the company is fully equal to the concealment of hopeless debts practised by the managers of the Royal British Bank. Who could suspect that the following

business-like summary included a quarter of a million advanced to a single insolvent director:—"East India and Government securities, bills of exchange, Treasury and agency drafts, credits, discounts, and cash in hand, 989,925*l.* 14*s.* 4*d.*" We really scarcely know whether to give the palm to the Royal British or the Eastern Bank; but the one case, no less than the other, demonstrates the utter inutility of any system of published accounts and audits to check the irregularities of boards which are practically irresponsible. The Surrey Gardens Company, too, deserves some notice for the quiet way in which it suppressed the existence of a mortgage debt of £14,000, and by a fictitious dividend induced new shareholders to commit their money to a bankrupt association. Unfortunately, the Fraudulent Trustees Act is too late to reach any of the offenders on either board; but it is some consolation to think that their practices cannot be imitated by future directors without the risk of something more than the exposures of the Bankruptcy Court and the pleasant torture of one of Mr. Linklater's examinations.

THE PROBATE ACT.

Last week, we gave a summary of the Divorce Act, and we now propose to give one of its companion measure, the Probate Act, or, to give it a more correct, though longer, title, the Act regulating Probates and Letters of Administration. It is not only because the same judge will preside in the courts respectively created by these Acts, that the two measures are connected together. They contain, when looked at as a whole, the sum of the change which has ended the nominal—for it was only nominal—intervention of ecclesiastical authorities in civil matters. They both throw open to the ordinary practitioner a wide field of occupation, and they both require him to make himself acquainted with the principles and practice of the old ecclesiastical courts, or, in other words, with the English adaptation of the civil law. The Probate Act is chiefly to be looked at as constituting a new machinery of justice; but, in two points, it also introduces a considerable alteration in English law. In this one respect, there is a difference between the two Acts. The main feature of the Divorce Act was the regulation, if not the constitution, of an important section of the law; the main feature of the Probate Act is, that it provides a machinery.

The principle on which this machinery is arranged is, that there is to be one central authority, to which recourse may be had in every case whatever, and local authorities, to which recourse may be had only in certain simple and formal cases, or where the property at stake is small. The Judge of the Court of Probate will sit in London, furnished with a proper staff of registrars and record keepers, and enjoying throughout England the same authority as the Prerogative Court exercised within the province of Canterbury. The local machinery consists of two branches—the machinery for proving wills or taking out letters of administration in common form, and the machinery for proving wills or taking out letters of administration when a contention is raised as to the validity of the will or the right to administer, and the property at stake is small. District registrars will supply the machinery in the former case, and the county court judges in the latter. There are to be forty district registrars in England and Wales, and if there is no opposition, any will, whatever may be the amount or nature of the property passed by it, and wherever that property may be situated, will be admitted to probate, or, in case of an intestacy, letters of administration will be granted, by the district registrar, upon an affidavit being made that the deceased had, at the time of his death, a fixed place of abode within the district where the application is made. It will be the duty of the district registrar, upon receipt of the application, to forward a summary of its contents by the next post to the central registry, and he will not be able to act himself until he has in reply received a certificate from one of the registrars in London that no application has been previously made in respect of the goods of the same deceased person. When he has received this certificate, the object of which is, of course, to prevent two probates being granted of the same will, he may exercise his own jurisdiction. When he has granted probate, he will keep the original will in his own registry, but he will be obliged to forward a copy to London.

Supposing there is a contention as to the grant, then an inquiry must be instituted as to the value of the goods of the deceased. If it can be stated on affidavit that the personal estate, without any deduction being made for debts, is under £200, and that the deceased has left no real estate, or only real estate of a less value than £300, then the judge of the county court having jurisdiction in the place where the deceased had at the time of his death his fixed place of abode, will have full power to decide the contested matters; and the district registrar will obey his decision, and grant or refuse probate or letters of administration accordingly. If, at the hearing before the county court judge, it is shown that the facts stated in the affidavit are not true, that the property is really of greater value, or that the deceased resided elsewhere, the judge will stay the proceedings; but, if he once pronounces his decision, the affidavit will be conclusive, and its statements cannot be thenceforward impugned. An appeal will lie from the county court judge to the court in London, and there will be no further appeal allowed. But when the matter comes in the first instance before the Judge of the Court of Probate, there will be an appeal from his decision to the House of Lords. In every case, without the place of abode of the deceased or the amount of his property making any difference, application for probate or administration may be made directly to the central court. It is entirely at the option of the persons applying whether they will, or will not, make use of the local machinery; but, in case any contentious matter arises, and the judge sees that, from the circumstances of the case, it could originally have come within the jurisdiction of a county court judge, he may, if he pleases, send it to that judge to examine into and decide.

Of the changes in law introduced by this Act the first is the provision, that, if the Court thinks fit, all matters of fact shall be tried either before the Court or before a judge of common law. The question, reduced into writing in such form as the Court shall direct, is to be submitted to a jury, and the rules of evidence observed are to be those which are observed in the courts of common law. In two cases only is a trial by jury a matter of right: when the person claiming a trial is the heir at law, and when all the parties concur in the application. If some, or one only of the parties make the application, the Court may refuse it, but its refusal will be subject to an appeal.

The other change gives probates of wills, under certain circumstances, a new validity as regards real property. Neither the probate nor any decree or order of the Court will, in any way, affect the heir or any other person in respect of his interest in real estate, unless he, or the person under whom he claims, has been cited, or made a party to the proceedings. But, if a will is proved in solemn form, or the probate of a will is revoked on the ground that the will is invalid, or the validity of a will is disputed, the heir-at-law, the devisees, and all other persons claiming an interest in the real estate are to be cited, and may become parties to the proceedings. If the will is subsequently found valid, the decree of the Court will be binding on the persons who, but for the will, would have claimed the real estate; and so, on the other hand, when the probate is revoked, the decree of the Court will enure for

the benefit of the heir and the other persons against whose interest in the real estate the will would, if valid, have operated. If it appears that only personalty is affected by the will, the heir need not be cited before probate is granted; but if, in any action at law or suit in equity, a party desires to rely on a will proved in common form as against the heir, he may give ten days' notice to the heir of his intention to use the will as evidence, and then, unless the heir, within four days, gives notice that he disputes the will, the probate, although only obtained in common form, will be admissible to establish any devise or testamentary disposition which the will may contain. This Act, like the Divorce Act, is to come into operation at as early a period of next year as the Queen shall, by order in Council, direct.

Legal News.

COURT OF BANKRUPTCY. — *Sept.* 10.

(Before Mr. Commissioner FONBLANQUE).

PRACTICE OF THE COURT.

In re Gotch & Gotch.

The bankrupts, John David Gotch and Thomas Henry Gotch, carried on business at Kettering and elsewhere as bankers, tanners, curriers, shoe-manufacturers, and brewers. This was the meeting for choice of assignees. Mr. *Lawrance* appeared for creditors to the amount of £30,000; Mr. *Page* for creditors for £8,000. From the statement of affairs of the 9th of June last it would appear that the creditors are £132,026; assets about £82,000. From the latter sum, however, must now be deducted a sum of about £13,000, which has been appropriated towards payment of a composition of 2*s.* 6*d.* in the pound to some of the creditors.

Mr. *Lawrance* proposed Mr. Linnell, of Burton Latimer, farmer; Mr. Sharp, of Finedon, woolstapler; and Mr. Turner, of Rowell, farmer, as assignees.

Mr. *Page* objected to the appointment of the persons named, and said that his clients were desirous that Mr. Ivens should be chosen. Complaints were made by many creditors, that, upon attending to prove their debts, they were called upon to execute powers of attorney of the nature and effect of which they were ignorant. His clients had all along wished the appointment of Mr. Ivens. Under those circumstances he would ask for an adjournment.

Mr. *Lawrance* opposed any adjournment. The country solicitors were gentlemen of the highest respectability, and utterly incapable of the conduct alleged.

The COMMISSIONER held that the creditors who were ready, and had a majority upon the day appointed, were entitled to choose their assignee, except under very special circumstances. That was the opinion of Lord Eldon, and it had been a rule of the Court for years.

The nominees of the larger body of creditors were then appointed assignees, and the Commissioner confirmed the choice.

Messrs. *Lawrance, Plews, & Boyer* continue to represent the estate, and Messrs. *Harding & Pullen* are the accountants.

(Before Mr. Commissioner FANE.)—*Sept.* 11.

QUESTION AS TO COSTS.

In re ——.

This was a trader debtor summons. The case involved an important point in respect to practice and costs. The debtor was served with a writ for £44 on August 28. No further proceedings could be taken under that writ before October 24. To meet this, the debtor was also served with a trader debtor summons. Payment of the debt and costs was tendered, *minus* the costs of the trader debtor summons. It was urged, that, the debt being under £50, no adjudication of bankruptcy could be made, and that the Court would not allow the costs consequent on the summons.

His HONOUR held that the debtor must pay the costs under both the forms of proceeding, and that, although the amount of the debt was under £50, an act of bankruptcy would be committed if the claim were not forthwith settled.

It follows that the long vacation allows no protection or respite to debtors where creditors take proceedings in this court by summons.

In re Hall & Hall.

The bankrupts were solicitors in Boswell-court, and farmers at Neasdon. Their accounts were now filed by Messrs. Turquand & Young, and an adjournment of the bankrupts' examination asked. The accounts contain the following items:—Unsecured creditors, £102,641; creditors partly secured by debts, £23,593; creditors secured by property, £20,082; creditors secured by furniture, £1,183; professional earnings, £26,287; capital on January 1, 1851, £2,734; cash, £200; debtors considered good, £10,841; doubtful ditto, taken at 5*s.* in the pound, £1,150; other debtors, £1,695; property realised, £15,519; leases, £1,483; debtor upon security assigned to creditor, £15,033; property held by creditors, £21,779; losses, £95,162; interest and discount, £9,829; salaries and petty cash, £6,204; trade charges, £3,715; law charges, £648; domestic and personal expenses, £17,855; liabilities, £4,853; property realised, after deducting salaries, &c., £14,336. This item is thus divided:—Furniture, £2,387; wine, £993; live stock, £2,805; blood stock, consisting of 121 geldings, &c., £5,660. Stock sold by Tattersall, £432; dogs, £93; lambs £181. The purchases of wine during the period over which the balance-sheet extends (from January, 1851, to June, 1856) are put down at £3,101, and the quantity consumed at £2,000, the remainder being in stock.

An adjournment was ordered. Mr. *Lawrance* appeared for the assignees.

INSOLVENT DEBTORS' COURT.—*Sept.* 12.

(Before Mr. Commissioner MURPHY.)

In re Thompson.

The case of this insolvent, which will be found more fully stated in our report of *Bossy* v. *Thompson*, in the City Sheriffs' Court, again came before the Court. He had obtained his final order, and was subsequently committed by the Sheriffs' Court.

Mr. Commissioner MURPHY said, that he saw by the newspapers, that Mr. Prendergast, the judge of the City Sheriffs' Court, had stated, that, if this Court discharged, he would recommit. The commitment was after the final order, and he (Mr. Commissioner MURPHY) should certainly order the discharge.

Sept. 15.

FRIENDLY ARREST.—(*In re Thomas Brown.*)

This insolvent, who had lately kept the Masons' Arms, at Swindon, in Wiltshire, was opposed by Mr. *Sargood* for nearly a dozen creditors, and supported by Mr. *Reed*.

The complaint was, that the insolvent had come away from his creditors, 57 in number, in the country, and had got a friend to arrest him in London, to enable him to take the benefit of the Act. In answer to a question, the insolvent said he had been served with about "40 writs," of which number he had filed about 20; and a bundle was produced in addition.

Mr. Commissioner MURPHY observed, that he set his face against dismissing petitions on friendly arrest. In this case no good would be done; and, as the law was altered, he was not inclined to dismiss the petition.

The insolvent was discharged.

In re James William Clifford.

This insolvent, a young man, who was in custody for the damages and costs in an action for a serious injury to a little girl, by which she had entirely lost her sight, applied to be discharged.

The insolvent was a glass-blower, and, being annoyed by children whilst at his work, he thrust a piece of hot glass through an aperture of the door, which inflicted the injury on the child Rosina Reeves, and, being blind with one eye, she lost the sight of the other. An action was brought for damages; and, in the Sheriffs' Court, Red Lion-square, they were assessed at £100. Some terms of compromise were offered, but nothing was done; and the insolvent, who was just out of his time as an apprentice, was taken to prison for the damages and costs.

Mr. *Sargood* thought there could be no case proved against the insolvent, who was a young man, and not out of his apprenticeship when the accident occurred. By the 78th section of the Act, the injury, to come within the statute, must have been maliciously inflicted.

Mr. Commissioner MURPHY said, he held that a person who thrust a hot piece of glass through a door, and it inflicted an injury, did it maliciously, and therefore the case came within the Act. The case must stand over; and he recommended the insolvent to make some compensation to the poor child, who was totally blind. His opinion was, that it was a malicious injury; and, unless some arrangement was made, he should stretch his power to give a judgment to the utmost. With that intimation, perhaps, something would be done for the poor child.

The case stood adjourned to Friday.

CITY SHERIFFS' COURT.—*Sept.* 10.

(Before Mr. PRENDERGAST, Q.C.)

Bossy v. *Thompson.*

This was a judgment summons adjourned from June last.

Mr. *Buchanan*, Basinghall-street, appeared for the defendant, who had obtained a final order from the Insolvent Court before the judgment of this Court issued, and the name of the creditor, the present plaintiff, appeared in the schedule filed in the Insolvent Court, and due notice had been given to him as required by the Act. The case was adjourned until to-day, to see whether the defendant would be in a condition to pay the whole or any part of the debt.

The defendant now said he was not in a position to pay any part of the debt, as he had a wife and eight children to support.

Mr. PRENDERGAST said the case had been adjourned to give him time to recover himself, and unless he now made some satisfactory offer he must be committed.

Mr. *Buchanan* submitted, that, although his Honour had power to commit under the City Act, yet that could only be on being satisfied that the defendant had means and refused to pay, and that it was a matter entirely in the discretion of the judge. He then went through the several Acts relating to insolvency, and finally referred to the 19 & 20 Vict. c. 108, which repealed the 102nd section of the General County Court Act, as to the commitment of bankrupts who had obtained their certificate of conformity under the bankrupt laws, or an insolvent who had obtained his final order under the insolvency. The City had not been diligent enough to get their Act amended, and he had no doubt that his Honour, in the exercise of the discretion vested in him, would not enforce a power under the City Act, which could not be exercised under the County Courts Act, if his Honour were presiding at Whitechapel.

Mr. PRENDERGAST ordered the defendant to be committed for fourteen days.

Mr. *Buchanan* said he must respectfully express his intention to immediately apply to his Honour the Commissioner of the Insolvent Court, who, acting on precedent, would order the defendant's discharge. It appeared to be unjust that a man who had undergone the ordeal of passing one court, and had been absolved from his debts, should be made to pay by another.

Mr. PRENDERGAST intimated, that, if the defendant were discharged, and again brought before him on another summons, he should commit him again.

BLOOMSBURY COUNTY COURT.—*Sept.* 10.

Rule v. *White.*

This was an action to recover the value of a check for £10 drawn by the defendant.

Mr. *De La Mare* appeared for the plaintiff, and Mr. *Williams* for the defendant.

Mr. Waites, a licensed victualler in the Hampstead-road, was in the habit of leaving change with one of his barmen; and on the 7th or 8th July, during his absence, his barman cashed a cheque for £10, drawn by the defendant, Mr. Walter White, a solicitor, upon the Commercial Bank of London, Henrietta-street, Covent-garden, and dated the 6th day of July last, in favour of a Mr. Lawrence Levy. The barman did not take the name of the person to whom he gave the cash, nor was he in attendance to prove the payment of the money. Mr. Waites, on the 9th July, paid the cheque to a Mr. Pritchard, in part payment of an account for upholstery.

Mr. Pritchard proved the receipt of the cheque, and that it was cashed for him by the plaintiff. After the cheque had been presented, the plaintiff told him there were "no effects." Subsequent to the dishonour, he went to the defendant's offices, but he was absent on the Continent, and his clerk said there was no doubt the cheque would be paid when he came home.

The defence was, that the cheque had been lost on the day it was drawn, and that there was no privity of contract between the plaintiff and defendant.

The Secretary to the Albert Loan-office, Catherine-street, Strand, said, he received the cheque in question from Mr. Lawrence Levy on the 6th of July, with instructions to pay it in to his private account with the Unity Bank. During his walk from Catherine-street to Leicester-square, he lost the cheque out of his waistcoat pocket. He immediately went back and informed Mr. Levy. They both went and informed Mr. White, and payment of the cheque was stopped. Four or five parties afterwards came down to the office about the cheque, but they did not produce it. At the time he had the cheque the words "and Co." were written upon it. The defendant gave Mr. Levy a second cheque for £10, and he obtained the money direct from the bank. He had no other money at the time he lost the cheque. The second cheque was given seven or eight days after the first.

The defendant's clerk proved that seven or eight parties had called about this cheque who could not give a satisfactory account of the mode in which the cheque got into their possession.

Mr. HEATH (the judge) said there was no evidence at the commencement of the plaintiff's case that there was any consideration paid for the cheque. There was no proof that the barman gave any money for it. The cheque was then kept in Waites's hands for two or three days, and there was a still further delay before the cheque was presented. That delay was unexplained, and was fatal to the plaintiff's case. Unless, therefore, the plaintiff's attorney could disturb his view of the law, his judgment was for the defendant. Mr. *De La Mare* was quite aware, if laches could be proved, it would be an answer to the case.

Judgment for the defendant accordingly, with costs.

CENTRAL CRIMINAL COURT

The Court resumed its sittings on Monday. It appears by the first edition of the calendar that there are at present seventy-two prisoners for trial, which number will probably be increased to one hundred before the grand jury are discharged.

The RECORDER, when the grand jury had been sworn, said he had hardly expected that he should have been called upon to address them again, as upon the last occasion when he had done so a Bill was before Parliament, the object of which was to abolish the institution of the grand juries within the jurisdiction of the Central Criminal Court, and which appeared to have such a general concurrence of opinion in its favour, that he considered there would be no doubt that it would have passed into law. The number of prisoners for trial in the present session was not large, but he regretted to say that there were several serious cases, and that no less than three involved the destruction of human life, and would come before them in the form of charges of wilful murder. One of these cases—that of a person named De Salvi—had this peculiarity, that the prisoner had already been tried and convicted for wounding the person, who was at that time alive, but who had since died, and was under sentence upon that conviction. In consequence of the wounded man having since died from the effects of the injuries he had received, and the death having taken place within a year and a day of the time of their being inflicted, the prisoner would now have to take his trial upon the charge of wilful murder, and the grand jury would have nothing to do with the fact that the prisoner had been already convicted of another offence arising out of the same transaction. His Lordship then referred to the cases of Denny, for the murder of the Italian lad at Hampstead, and the murder by a prisoner in Horsemonger-lane Gaol, and said it appeared to him that it would be their duty to find true bills for murder in both these cases; and he observed, that although in the latter case there might be a question whether the accused, at the time of the commission of the act, was in such a state of mind as to render him criminally responsible, they were not empowered to entertain that question, which could only properly be disposed of by the petty jury. There was only one other case to which he considered it necessary to direct their attention, which was a charge of uttering a forged baptismal certificate, and he mentioned it with a view that it should be known that this was an offence of a very serious description. It appeared, that, by the regulations of some of the departments of the public service, no person could receive an appointment unless he was of a certain age; and it seemed that the person accused, having obtained a certificate from the clergyman of his parish of the date of his birth, by which his age would appear to be fifteen, had altered the date, so that his age would seem to have been seventeen instead of fifteen. If this fact was made out, it would be their duty to find the bill, and it was right it should be known that an act of deception of this description was a very serious matter, and subjected the party who was guilty to severe punishment.

William Edwin James Hillyer, the young lad charged with forgery of his baptismal certificate, with intent to defraud the Civil Service Commissioners, has been acquitted—the jury giving him the benefit of the doubt that some older person might have altered the figures in the certificate without the prisoner's knowledge.

The expenses of the last election at Knaresborough have been published by Mr. Samuel Powell, jun., the auditor. It appears the bill of Mr. Basil Woodd amounted to 102*l.* 18*s.* 10*d.*, and that of Mr. Thomas Collins to 38*l.* 8*s.* 3*d.* The expenses of Mr. Robert Campbell, the unsuccessful candidate, were 49*l.* 18*s.*

The auctioneer's hammer is waving over the tenements on the west side of Inner Temple-lane. On the first of October the house-breakers will be masters of the situation, the bricks will go for what they will fetch, and, the site being cleared, the honourable benchers of the Inner Temple will proceed to improve their property by building better houses in the place of the rubbish removed. Ah! but is it all rubbish? Not quite. On the transom of the doorway at No. 1 (there is a lamp projecting, and a large carved hood above), is written "Dr. Johnson's Staircase," and up this, truly enough, he often went with Goldsmith, Reynolds, Boswell, and others, of whom this present generation are never tired of hearing. We spoke not long ago to a hale and clear-headed gentleman, who recollected seeing the pursy doctor with his arm round a post in Fleet-street, resting for breath after some exertion; and who, moreover, had been taken up into the arms of the kind-hearted Goldsmith. Dr. Johnson lived in this house between 1760 and 1765, and it was during this time that the association, which afterwards became so renowned as the Literary Club, took a regular form. Joshua Reynolds, Johnson, Goldsmith, Burke, Dr. Nugent, Langton, Topham Beauclerc, Chamier, and Hawkins were the original members. It was while Johnson occupied these rooms that the adventure occurred, as described by Boswell, when the dissipated but accomplished Beauclerc, returning once with Langton from supper, roused up the grave Doctor at three in the morning, and dared him to a ramble.—*The Builder.*

At a meeting of the Town Council of Manchester, on Monday, a letter was read from Secretary Sir George Grey, inquiring whether, in the event of the recommendation of the Common Law Commission, for the transfer of assize business for the hundred of Salford from Liverpool to Manchester being carried into effect, they were prepared to adopt the necessary measures for such criminal and civil business by providing separate courts and lodgings for the judges. A resolution was proposed on the reading of the letter to the effect that Sir George Grey be assured that the council, in conjunction with the hundred of Salford, was prepared to make such provision. It is believed that no powers exist at present enabling the magistrates to apply county rates to such purposes; but it is hoped the Government will feel it to be their province to introduce a general public Act next session of Parliament to give magistrates the power in all such cases to use the county funds for making such provision. The resolution was unanimously agreed to.

Charlotte Knox Knox, surrendered to take her trial, before the Recorder, for obtaining money from the East India Company by means of false pretences. The defendant was the widow of Captain Robert Walter Knox, formerly of the East India Company's service, and in 1842 became a pensioner upon Lord Clive's fund for widows, which would cease upon her re-marriage. This she had done in 1855, but had gone on receiving the pension down to the present year. The second marriage was not denied; but it was pleaded that the second husband being then a married man, it was no marriage at all. Evidence was then given to show that down to January, 1857, she received her pension as Mrs. Knox; but that in October, 1845, she was married at Antwerp to one Richard Osborn Cross, and had lived with him at Berkhampstead as his wife. In his examination, Mr. Cross said he did not know that his first wife was alive. He had not seen her from 1843 until lately. He saw her last Sunday fortnight in Brighton. The defendant was then discharged.

At the Third Court, before Mr. *Prendergast*, Q.C., Thos. Holland, a respectable looking young man, said to be a teacher in a Catholic school, was indicted for feloniously assaulting Hannah Peake. After the case was closed, and whilst the jury were deliberating, the Commissioner interposed several times, and pointed out different points in the case, commenting further upon them.—Mr. *Ribton*, with much warmth, protested against such a course being pursued when a case was closed. The case during the early part had been nearly taken out of his hands by the Bench.—The Commissioner denied that he had taken the case out of the counsel's hands, or that he had interfered in the matter in any way to call for the remarks which had been made upon his conduct.—Mr. *Ribton* repeated his objections to the course which had been pursued by the Commissioner throughout the whole trial. After some further remarks from the Bench, which provoked immediate replies from the counsel, the scene, happily for the dignity of justice, was brought to a close, the jury finding the prisoner guilty; and he was sentenced to one month's imprisonment.

At the Aylesbury Petty Sessions on Saturday last (before Captain Hamilton and a full bench of magistrates), Mr. James T. Senior, one of the magistrates of the county, residing at Broughton Hall, near Aylesbury, was charged with shooting without a game certificate, whereby he had rendered himself liable to a penalty of £5. The defendant's solicitor admitted the fact that Mr. Senior had no game certificate, but said it was entirely an accidental omission on his part. The fact was, that he had made application for the certificate to the old assessor instead of the new one, and that was the reason he was not in possession of one. He submitted, that, as there had been no intention to defraud, a very moderate fine would be sufficient. Captain Hamilton ordered the defendant to pay a fine of £5, including costs.

The statement to the effect that Sir John Dean Paul, Strahan, Bates, Robson, Redpath, Saward, and Agar had all left England in the same convict ship, is incorrect. Sir John Dean Paul and Mr. Strahan are still at Millbank, and Mr. Bates is at Pentonville.

The *Wrexham Telegraph* says, a rumour is in circulation that there will soon be a vacancy in the representation of the county of Denbigh, by the elevation of Colonel Biddulph to the peerage.

The office of Queen's Advocate at Sierra Leone has become vacant by the death of Mr. Collett.

COUNTY COURT STATISTICS.

From a parliamentary return just issued, we extract from a mass of figures the following interesting particulars:—The total amount of plaints entered since the establishment of the county courts in England and Wales, from March, 1847, to September 30, 1856, was 4,509,756. During the same period, the total number of causes tried was 2,476,851. The number of causes tried under the 13 & 14 Vict. c. 61, for sums above £20 and not exceeding £50, was 35,752. The entire number of days the courts sat was 80,176. The total of the sums sought to be recovered was £13,861,944, and of this sum judgment had been obtained for £7,103,549. No less than £962,851 had been paid in satisfaction of debts without proceeding to judgment. The aggregate of the moneys received to the credit of the suitors was £4,024,495, of which £3,473,534 was paid out to suitors. The number of cases tried by a jury was 7,639, and the number of those in which the party requiring a jury obtained a verdict was 3,733. During the same period the total of the judges' fund and officers' fees amounted to £2,135,874.

The total number of appeals under the 13 & 14 Vict. c. 61, from August 14, 1850, to September 30, 1856, was 152; of these, the number of the decisions of the county courts which were confirmed was 45, those reversed were 46, and those dropped were 59.

The aggregate of the plaints entered from January 1 to September 30, 1856, was 395,381; of these, 5,304 were for sums above £20, and not exceeding £50. The total number of causes tried was 204,797, and the total in which judgment was entered for sums above £20, and not exceeding £50, was 2,768. The entire number of days on which the courts sat was 6,487. During the same period, the total of the moneys for which plaints were entered amounted to £1,054,041, and the total of the moneys, exclusive of costs, for which judgment had been obtained, was £498,318. The amount of such costs, including the expenses of witnesses, counsel, and attorneys, was £126,028. The sum paid into court, in satisfaction of debts sued for, without proceeding to judgment, was £80,566. The gross total of the money received to the credit of suitors, and the amount paid out to suitors, stands thus—paid in, £432,473; paid out, £431,970. The judges' fund and officers' fees amounted to £164,056; adding to this £29,285 for the general fund, the total of the fees received by the courts amounts to £193,341. Out of the 395,351 plaints, only 500 were tried by a jury; and of these latter, the number of causes in which the party requiring a jury obtained a verdict, was only 268. During the same period, from January 1 to September 30, 1856, the number of executions issued by the clerk of the court against the goods of the defendants amounted to 57,284. The number of judgment summonses issued was 47,867. The number of warrants of commitment issued was 11,648, and the number of persons actually taken to prison was 4,872.

A comparison between the business transacted in the county courts in 1855 and that in 1856, gives the following results:—Number of plaints entered in 1855, 538,148; in 1856, 581,053—increase, 42,885. Number of causes tried in 1855, 285,178; in 1856, 297,679—increase, 12,501. Number of causes tried above £20, and not exceeding £50, in 1855, 4,686; in 1856, 4,053, showing a decrease of 633. There has also been an in-

crease of 172 days in the sittings of the court. The total amount of moneys for which plaints were entered in 1855 was £1,495,605; in 1856, it amounted to £1,533,666, being an increase of £38,061. There has been a decrease, however, in the amount of moneys for which judgment was obtained. In 1855, judgment was entered for £736,077; in 1856, for £725,413, showing a decrease of £10,664. In 1855, the money paid in satisfaction of debts sued for, without proceeding to judgment, was £111,127; in 1856, it was £113,863, being an increase of £2,736. The total number of executions issued by the Registrar against the goods of the defendants amounted, in 1855, to 74,081; in 1856, there is an increase on this number of 2,577. The number of summonses issued in 1855 was 59,990; in 1856, there has been an increase on this number of 12,497. There has also been an increase in the warrants of commitment of 2,285, and the number of actual commitments stands thus—in 1855, the number of persons actually sent to prison was 6,480; in 1856, it was 7,011, showing an increase of 531.

The returns from January 1 to December 31 stand as follows:—The total number of plaints entered during that time was 581,053, of which 7,877 were plaints between £20 and £50. The total number of cases tried, or in which judgment was entered, was 297,679; of which 4,053 were between £20 and £50. The aggregate sum for which the plaints were entered was £1,533,666; the amount for which judgment was obtained, exclusive of costs, was £725,413. The amount of costs was £163,307; and the sum paid into court for debts sued for, without proceeding to judgment, was £113,863. The total amount of the judges' fund and officers' fees was £164,056.

FRAUDS BY A SOLICITOR.

Another addition has within the last few days been made to the list of cases of gross fraud. The defaulter in this case is Mr. Dean, a solicitor, of King's Bench-walk.

The facts of the case connected with Mr. Dean appear to be, that, for years passed, he has been in the habit of obtaining large sums of money from his bankers, and from capitalists, on the deposit of forged deeds, purporting to be mortgages of freehold property. To such an extent has this system been carried on, that, for several years, it is stated he has been in the habit of paying as much as £3,000 a year in the shape of interest on the advances which he had obtained. Already forged deeds to the amount of £60,000 have been discovered, and there is reason to believe that the whole extent of the frauds has not yet been fully ascertained. The most intimate friends and relatives of the absconding defaulters are, we regret, among those who are the greatest sufferers by his frauds. Title deeds of property which had been left by several of his clients in the hands of Dean have been made away with in several instances; and it is needless to say that great distress has been caused by his fraudulent conduct. The defaulting solicitor lived near Barnes Common, and the whole of his goods and effects have been seized under a bill of sale, and will be sold in a few days. The proceeds will not, however, it is expected, cover the amount for which the seizure has been made. Since his disappearance, he has been adjudged and declared a bankrupt as a "money scrivener," and it is not improbable that the validity of the bill of sale may be disputed by the assignees under the bankruptcy. Warrants for the apprehension of Dean have been placed in the hands of Inspector Field.—*Observer.*

THE CLERGY AND THE NEW DIVORCE BILL.

The Rev. Bryan King, rector of St. George's-in-the-East, one of the leaders of the High Church party in London, informs the clergy that they have in their hands the remedy for many of the evil consequences which he contends the Divorce Bill will produce, and "that it may be overruled, to the promotion of church discipline, in a manner of which its episcopal and other promoters never dreamt." He reminds the clergy that the 109th canon requires that adulterers should be presented into the ecclesiastical courts, "to be punished by the severity of the laws, according to their deserts;" and that the 113th canon empowers ministers to make such presentments. He adds—"Let then a society be immediately formed in London, with a branch in each diocese, for the defence of the church in this instance; and then, whenever a divorce shall have been obtained in the new court, on the ground of adultery, let the minister of the parish be enabled to present and prosecute such adulterer. The sentence of any ecclesiastical court upon such offender (if it be but formal excommunication) must surely be such a one as to require him or her to give satisfaction to the church, by the avowal of penitence, before he or she would be entitled to any of her ministrations. I firmly believe, that, were such a society established for the purpose of taking such proceedings in the ecclesiastical court, another session would not pass without the passing of an Act exempting the church from all complicity with such infamous unions as those upon which it is now attempted to prostitute her marriage service."

MR. TOWNSEND AND HIS CONSTITUENTS.

A public meeting was held at Woolwich for the purpose of hearing from Mr. Townsend, M.P. for Greenwich, an account of his parliamentary conduct during the late session. Mr. Eugene Murray took the chair. Mr. Townsend, after recapitulating the questions on which he had voted during the session, and after referring to his labours to obtain additional pay for the dockyard labourers, promised, in the next session of Parliament—and he should be there in spite of his enemies—to submit a motion to increase the wages of Government labourers to 16*s.* a week. He had been in business at Greenwich fourteen years, and until recently no man ever had to call upon him twice for a debt. Mr. Townsend then entered into detail with a view to prove, that, at the period of his election, he possessed the requisite legal qualification, and that his subsequent difficulties were caused by the persevering efforts of a solicitor whom he named, and who had boasted that he would drive him from his seat. If they wished him to resign his seat, he would not be a stubborn man; but, if otherwise, his enemies should not wrest the seat from him. His enemies did not object to him as John Townsend, the auctioneer, but as John Townsend, the member of Parliament. Mr. Townsend resumed his seat amidst the most uproarious applause. A resolution of confidence in Mr. Townsend was unanimously passed.—

On Tuesday, Mr. Townsend held a meeting at Greenwich, for the same purpose. The chair was occupied by Mr. W. Jones, a solicitor. Mr. Townsend referred to his private difficulties, and asserted that these had arisen from the persecution of a lawyer at Greenwich, who acted as agent to the defeated candidate.

The French Tribunals.

A decision of interest to the merchants and shipowners of England, lately given by the civil tribunal at Havre, has been confirmed by the superior court. The facts of the case are these:—Messrs. Clauss & Co., of Liverpool, were in 1853 owners of a ship called the Ann Martin; but a Mr. Harrison held a bill of exchange for £4,000 sterling accepted by them, and they gave him a mortgage on the vessel as security. He transferred the bill and mortgage to Mr. Emley, who, in his turn, transferred both to MM. Castrique & Co., of Havre. The ship was sent on a voyage to Calcutta, and the captain drew bills on Clauss & Co., but they became bankrupts in May, 1855, and the holders of the captain's bills in consequence transmitted them to France, in order that the vessel, which was bound to Havre, might on arrival be seized as security for the payment. This was done; but Castrique & Co. some time ago brought an action before the civil tribunal of Havre to have the seizure in virtue of the mortgage set aside. The tribunal, however, finding that no mention of the alleged mortgage was made in the ship's papers, decided that it was invalid in French law, and dismissed the action, at the same time condemning Castrique & Co. to pay 500fr. as damages to the holders of the bills for the inconvenience to which they had subjected them by the seizure. MM. Castrique & Co. appealed to the Imperial Court of Rouen against this judgment, but the Court confirmed it.

The following singular case was tried on Tuesday last before the Tribunal of Commerce:—The Countess d'Héricourt was in 1850 robbed of 35 Neapolitan bonds of 25 ducats each, and the thieves, a married couple named Godefroy who were in her service, were condemned by the Court of Assize. Attached to the bonds were coupons of interest to be paid at intervals up to 1855. It having been impossible to ascertain what had become of the shares, the Countess brought an action before the Tribunal of Commerce against the Messrs. de Rothschild, agents of the Neapolitan Government, to obtain from them new bonds to replace those stolen, and payment of the five years interest from 1850 to 1855. Messrs. de Rothschild offered to give new bonds, provided they bore an inscription setting forth that they were destined to replace the stolen ones; but they said that, as the Neapolitan Government had agencies in other

capitals of Europe, it was possible that the five years' interest on the stolen bonds had been paid by one of them, a point they had no means of ascertaining, and that therefore they ought not to be ordered to pay it. The tribunal gave a judgment in accordance with the representation of Messrs. de Rothschild; and as to the interest falling due after 1855, it ordered that it should be deposited every half-year in the Caisse des Dépots et Consignations, and, after the expiration of five years, should be paid half-yearly to the Countess. It further ordered, that after the expiration of thirty years 35 bonds "to bearer" should be delivered to the Countess, in the room of those bearing the inscription aforesaid.

The Tribunal of Correctional Police on Thursday tried a married couple, named Rideau, photographers, Rue St. Honoré, 247, for having produced and exhibited obscene photographs. The case against them was rather singular:—As a respectable couple named Brault, carrying on business in the same house, were one day passing along the Passage Valentino, they saw photographs exposed for sale, representing young girls lying on sofas without any clothing, and they perceived to their astonishment and disgust that the features of the girls were those of their own daughters, Virginie, aged 17, and Josephine, aged 15. On inquiry, they learned that Rideau had solicited the girls to sit to him; and they at once laid a complaint against him and his wife. The tribunal condemned Rideau to three months' imprisonment and 300fr. fine, and his wife to a month's imprisonment and 16fr. fine. It also condemned three other photographers to from four months to a year's imprisonment, and to from 300fr. to 1,000fr. fine, for publishing obscene photographs; and it fined three other persons severally 100fr., 500fr., and 1,000fr. for selling photographs without authorisation.

Legislation of the Year.

20 & 21 VICTORIÆ, 1857.—(*Continued.*)

CAP. XXV.—*An Act to continue the Powers of the Commissioners under* 17 & 18 *Vict. c.* 81, *and further to amend the said Act.*

The statutes here referred to are, 1st, that passed in 1854, to "make further provision for the good government and extension of the University of Oxford, of the colleges therein, and of the College of St. Mary, Winchester;" and, 2ndly, that of the following year (19 & 20 Vict. c. 31), to amend the Act first mentioned.

The objects of the Act under discussion, are as follows:—

1. To continue the duration of the Commission appointed by the first of the above Acts, which would otherwise have expired Jan. 1, 1858; and it is accordingly continued till July 1, 1858.

2. By the 28th section of the 17 & 18 Vict. c. 81, it was made lawful for every college to make, and submit to the Commissioners, regulations and ordinances for the purpose (*inter alia*) of altering their statutes with respect to eligibility to headships, fellowships, and other college emoluments, and the tenure thereof; and (in order to insure such emoluments being conferred according to personal merits and fitness) for modifying or abolishing any preference; and for promoting the main designs of the founders and donors; and for the consolidation, division, or conversion of emoluments.

It has been held that so much of the above provisions, as relates to income and property and to the consolidation of emoluments, was intended to apply only to the case of a college of *one* foundation; and, therefore, s. 2 of the Act under discussion, extends them to the case of Queen's College, which had *two* founders—viz. Robert de Eglesfield and John Michel.

3. In the original Act, no provision was made as to advowsons already belonging to the colleges, or as to acquiring fresh advowsons. The omission was rectified as to college or hall livings (already acquired), by the 4th section of the amending Act (19 & 20 Vict. c. 31), which authorises the sale of advowsons annexed to the headship of the college or hall, or held in trust for such head; and the addition of the same to the livings in the patronage of the college or hall, making due compensation to the parties personally interested. The 3rd section of the Act under discussion extends this provision materially, and makes it lawful for any college (with consent of the visitor) to appropriate and apply any property or income, held by or in trust for the college for the purpose of purchasing advowsons for the benefit of the college, for any of the following objects:—1. The augmentation of the endowment of the college livings. 2. The erection of parsonage houses on the college livings. 3. The foundation or augmentation of scholarships or exhibitions. 4. Any other purpose for the advancement of religion, or learning and education within the college. And it is provided, that, in the exercise of this power, the college may annex to the endowment of a college living any tithe rent-charge vested in the college—compensating the general property of the college, by the appropriation thereto of part of the property or income held for the above-mentioned purpose of purchasing advowsons.

4. It was found expedient to incorporate with the 17 & 18 Vict. c. 81, certain of the provisions of the Lands Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 18)—those, viz. in particular which have reference to the purchase of lands by agreement. This was accordingly done, by 19 & 20 Vict. c. 31, s. 7; and s. 4 of the Act under discussion contains a similar clause to meet transactions under that Act.

CAP. XXXI.—*An Act to amend and explain the Inclosure Acts.*

Until the commencement of the present century, the inclosure of common fields and waste lands, and the consequent extinction of common rights therein, used to be undertaken under the Statute of Merton (20 Hen. 3, c. 4), or under the provisions of some local Act obtained for the purpose of a particular inclosure. In the year 1801 was passed the first of the General Inclosure Acts—viz. 41 Geo. 3, c. 109—which was a collection and consolidation of the enactments usually contained in such local Acts; so that they might be made applicable, by reference, to any future Inclosure Act. It was the principle of this statute, and of others passed to amend it—viz. 1 & 2 Geo. 4, c. 23, and 3 & 4 Will. 4, c. 87—that, in order to effectuate an inclosure, a special Act of Parliament must be obtained; but, in the year 1836, it was thought proper, in order to facilitate inclosure, to dispense, under certain circumstances, with the necessity for any Act of Parliament for the purpose. It was accordingly enacted, by 6 & 7 Will. 4, c. 115, that open and common lands (whether arable, meadow, or pasture) might be inclosed without the sanction of an Act of Parliament, provided the consent of two-thirds in number or value of the commoners be obtained. In such cases, the inclosure is to take place under the superintendence of Commissioners appointed by the parties interested in the lands proposed to be inclosed. And in case the consent of seven-eighths in number or value of the commoners be obtained, such inclosure may take place by an agreement among the parties interested, without the intervention of any Commissioners. Subsequently, in 1845, another Act was passed (8 & 9 Vict. c. 118), which still further facilitates inclosures; and also deals with the cognate subjects of *exchanges* of land, and the *division* of intermixed lands. And by this Act (which has since been amended by 9 & 10 Vict. c. 70; 10 & 11 Vict. c. 111; 11 & 12 Vict. c. 99; 12 & 13 Vict. c. 83; 14 & 15 Vict. c. 53; 15 & 16 Vict. c. 79; 17 & 18 Vict. c. 97; and, finally, by the Act under discussion), were established the "Inclosure Commissioners for England and Wales:" a board which one of the above Acts—viz. 14 & 15 Vict. c. 53—consolidates with the Copyhold Commissioners and the Tithe Commissioners. The general scheme for inclosure, under these last-mentioned Acts, is, that the Commissioners—on the application of one-third in value of the persons interested in lands subject to be inclosed, and provided the consent of two-thirds in value of such persons, with that of the lord of the manor (in case of a proposed inclosure of a waste of a manor), be ultimately obtained—institute an official inquiry into the case, and specially report, for the information of Parliament, the expediency of making such inclosure. Upon this report, an Act of Parliament is passed authorising the inclosure to be proceeded with; and an example of such an Act is to be found in cap. 20 of last session—a statute, however, which does not call for any special discussion. In such an Act, the thing enacted is, that the inclosures mentioned in the schedule thereof "be proceeded with;" and this is accordingly done by the aid of a "valuer" appointed by the Inclosure Commissioners under the provisions of the 8 & 9 Vict. c. 118, and the other Acts above mentioned—all of which statutes, together with the Acts passed in pursuance of the annual or special reports of the Commissioners, are, it may be noticed, (by the effect of 15 & 16 Vict. c. 79, s. 34; and 17 & 18 Vict. c. 97, s. 21), considered and cited as "The Acts for the Inclosure, Exchange, and Improvement of Land," and to this batch, the Act under discussion is now to be added (see s. 14).

The object of the Act under discussion is, to remedy certain defects and omissions in the above Inclosure Acts, and more particularly in 8 & 9 Vict. c. 118.

1. By 8 & 9 Vict. c. 118, s. 83, it was provided, that the allotments made by the valuer should, as the general rule, be *fenced* by the allottees, and the fences kept in repair and maintained by such persons as the valuer should direct. The 1st

section of the Act under discussion is aimed at this provision, and gives power to the Inclosure Commissioners to dispense, where they see fit, with such fences, by an order under their hand and seal; and to direct that the allotments in question be distinguished by *metes and bounds* instead; and it is further provided (by s. 2), that, while such allotments remain unfenced, they shall be considered as "regulated pastures" under the said Acts (as to these see 8 & 9 Vict. c. 118, ss. 113—122); and that "the owners thereof shall enjoy all such rights of common by reason of vicinage, as they were entitled to prior to the setting out of such allotments."

2. By 8 & 9 Vict. c. 118, s. 47, the claims of parties interested must be delivered in writing to the valuer, at a meeting appointed by him for that purpose. It is provided by the 3rd section of the Act under discussion, that such claims (or any notice required by the above Acts to be given to any designated person) may be delivered, either by sending it in a registered post letter, or by leaving it at the office or usual place of abode of the person to whom it is to be delivered or given.

3. By 8 & 9 Vict. c. 118, s. 16, a definition is given of the persons deemed to be "interested," for a variety of purposes, within the scope of the Inclosure Acts. The 4th section of the Act under discussion expressly includes within those "interested"—for the purpose of exchanging land—railway, canal, and similar companies incorporated by special Acts; and this, though the purposes to which the land of such company proposed to be exchanged shall be applicable, is limited by the provisions of such special Act. And s. 4 of the Act under discussion provides for the case of "persons interested" within the definition of 8 & 9 Vict. c. 118, s. 16, seeking to take, by way of exchange, land to which the *Crown* is entitled, in reversion or remainder on a life or larger particular estate.

4. The previous Inclosure Acts had contained no sufficient provisions to meet the contingencies of there being a difference of value in favour of the land required, in the case of a proposed exchange; or (in the case of a proposed partition), of there being a difficulty in allotting in severalty, in parts or shares of the like proportional values as the undivided parts or shares, in respect whereof the partition is proposed to be made. By ss. 6 to 11 of the Act under discussion, the deficiency in value in the lands offered in exchange, or the difference in the proportional values of the allotments in severalty—may be *compensated* by a perpetual rent-charge on the land given in exchange or allotted in severalty, as the case may be. But the deficiency in value requiring to be compensated, must not exceed one-eighth part of the actual value of the land taken in exchange or allotted in severalty. And the amount of the rent-charge must be fixed and determined by the inclosure award or order of exchange or partition; and when made, shall be a charge on the land, yielding in precedence only to tithe rent-charge, the land-tax, local rates and taxes, quit or chief rents incidental to tenure, and charges created under drainage or improvement Acts.

5. The 12th section of the Act under discussion provides a summary means of preventing nuisances in town and village greens, or land allotted under the Inclosure Acts as places for exercise and recreation. It authorises any churchwarden or overseer of the parish in which such green or place is situate, or any person in whom the soil is vested, to give information thereof; and it renders the offender liable, on conviction before two justices, to a penalty for every offence not exceeding 40*s.* over and above the damages occasioned.

6. By 8 & 9 Vict. c. 118, s. 34, it was provided that the majority of the "persons interested" might resolve upon instructions to the valuer for the appropriation of parts of the lands to be inclosed for a variety of purposes therein specified; and, amongst these, for the *site of any school*. It having been found that the instructions given in accordance with this provision have often failed to set forth with sufficient clearness for what class of children the school is to be provided, or to whom the site shall be conveyed, or in what manner and by whom the school shall be managed, visited, and inspected—power is given, by the 13th section of the Act under discussion, to the Inclosure Commissioners (on the requisition of a due proportion of the persons interested), to call a further meeting to resolve on other or further instructions; and to substitute or add them, when agreed on and sanctioned by the Commissioners, to those previously given.

Recent Decisions in Chancery.

DEVISE TO TRUSTEES—POWER OF SALE.

Hall v. *May*, 5 W. R. 869.

A question of great importance in practice was decided in this case; and, considering the great number of times that it must have presented itself in cases where trustees have exercised a power of sale, it is strange that it has not yet been set at rest by authoritative decision. The question was upon a devise to trustees, their heirs and assigns, upon trust that they and the survivors and survivor of them, his heirs and assigns, should sell. The will also contained the usual power to appoint new trustees. Upon a sale by the devisees of the surviving trustee, a purchaser objected that the vendors were not duly appointed trustees under the will, and had not power to sell. The purchaser mainly relied upon the decision of the Vice-Chancellor of England in *Cooke* v. *Crawford* (13 Sim. 91), in which the devise being to trustees, or the survivors or survivor, or the *heirs* of the survivor, upon trust for sale, the sale was made by devisees of the sole trustee, the others having disclaimed; and Sir *L. Shadwell* there held, that the devisees were not entitled to execute the trust for sale, the heirs of the sole trustee under the will alone being so entitled. In that case his Honour followed his own decision in *Bradford* v. *Belfield* (2 Sim. 264), where he held, that a trust for sale vested in A. and his heirs could not be exercised by an assign of A., though assigns were mentioned in the receipt clause; and in both he would have felt himself bound, if he entertained any doubt—which he did not—by the decision of the Court of King's Bench in *Townsend* v. *Wilson* (1 B. & A. 608). In the last-mentioned case, the power of sale was given to three trustees and their heirs, and the money to arise from the sale was to be paid to the trustees, and the survivors and survivor of them. One of the trustees having died, the power was exercised by the two survivors; and the Court of King's Bench held, that that was not a good execution of the power. There are several other decisions in the same direction. Thus, in *Ockleston* v. *Heap* (1 De G. & Sma. 640), where a testator devised estates to trustees, their heirs and assigns, and the surviving trustee devised them upon the same trusts, *Knight Bruce*, V. C., made a decree for the appointment of new trustees, his Honour entertaining doubt whether the devisees were duly appointed trustees. And so in *Mortimer* v. *Ireland* (6 Hare, 196), the legatee in trust of the survivor of two executors and trustees was held, by Sir *J. Wigram*, V. C., not to be a trustee properly constituted, though he was legally in possession of the trust property. This decision was affirmed, on appeal, by Lord *Cottenham* (11 Jur. 721). The leading authority generally relied upon, as running counter to the above-mentioned cases, is *Titley* v. *Wolstenholme* (7 Beav. 425), a decision of Lord *Langdale*. A testator there devised real and personal estate on trusts, which the Court considered, on the construction of his will, were intended to be performed by his trustees named, and the survivors and survivor, and by the heirs and assigns, or by the executors or administrators of the survivor; and there was no power given for the appointment of new trustees. Lord *Langdale* there held, that a devise and bequest of the trust estates by the survivor was valid. It was admitted on all sides, in the argument, that the trustees, or the survivors or survivor of the trustees, could not, by any act *inter vivos*, relieve themselves or himself of the trust; and, on one side, it was contended that the same disability attended any assignment by way of devise or bequest, and that, although the estate and property might be vested in the devisees or legatees of the surviving trustee, the duties and responsibilities attending the execution of the trust remained in the legal representative of the survivor. His Honour, however, in his judgment—the reasoning of which is much more satisfactory than that of any of the decisions to which *Titley* v. *Wolstenholme* is generally opposed—clearly pointed out the fallacy of this argument. Where a testator names several trustees, and gives no power of appointing new ones, it may be considered that he has done so from motives of personal confidence; but it is absurd to suppose, that he could have any personal confidence in the heir, and not in the devisee, of whoever happened to be the survivor. "It cannot be known beforehand," said his Lordship, "which one of the several trustees may be the survivor; and as to the contingent survivor, it cannot be known, beforehand, whether he may have an heir or not, or whether the heir may be one, or may consist of many persons, trustworthy or not, married women, infants, or bankrupts, within or without the jurisdiction." It is obvious, that the same reasons do not apply to the case of an alienation *inter vivos* by a surviving trustee,

as to a devise by him, which could only take effect at a time to which the personal confidence of his testator could not have extended; and when, also, there must necessarily be a transmission of the estate to some person not trusted by the original testator. *Wood*, V. C., both in *Hall* v. *May* and in *Saloway* v. *Strawbridge* (3 W. R. 335), was disposed to lean strongly towards Lord *Langdale's* decision in *Titley* v. *Wolstenholme*, and against Sir *L. Shadwell's* in *Cooke* v. *Crawford*. The two recent cases, however, are distinguishable from both the others by the testator using the word "assigns" in the recent cases, and not in the two older ones—and, in *Hall* v. *May*, there was, moreover, a power to appoint new trustees. Under these circumstances, *Wood*, V. C., had no hesitation whatever in holding that the devisees of the surviving trustee could make a good title to a purchaser under the power of sale. "The safety of many titles," said his Honour, "would be imperilled by holding otherwise; nor was he inclined to extend the decision in *Cooke* v. *Crawford*, while *Titley* v. *Wolstenholme* had been recognised by several judges."

OBLIGATION BY SPECIALTY.

Eyre v. *Monro*, 5 W. R. 870.

"Debts by specialty, or special contract," says Blackstone, "are such whereby a sum of money becomes, or is acknowledged to be, due by deed or instrument under seal: such as by deed of covenant, by deed of sale, by lease reserving rent, or by bond or obligation." Thus, under a covenant to a retiring partner as soon as conveniently could be to pay the debts and indemnify him against them, which covenant was broken by the death of the covenantor leaving debts undischarged; those debts, being paid by the covenantee, were held to be a debt by specialty, against which the administrator of the covenantor could not retain his own simple contract debt, as he might have done in the case of debts of equal degree. Nor does it make any difference, as to the character of the debt, whether its amount is ascertained or not; for "it is settled," said Lord *Eldon*, "that, if a covenant is broken, though the damages are unliquidated, the covenantee is a specialty creditor" (*Meeson* v. *May*, 3 V. & B. 197; and *Ellis* v. *Ellis*, before the Lord Chancellor, 1856, unreported).

So, where A. and B. agreed, by deed, that a sum of money in the hands of A., but belonging to B., should be laid out in the funds, in A.'s name, in trust for B., and A. died without having invested the money; B. was held to be a specialty creditor for that amount; in which case, if B. were the executor of A., he would be entitled to retain the amount so agreed to be invested, out of his testator's assets, in preference to A.'s simple contract creditors (*Mavor* v. *Davenport*, 2 Sim. 227.)

Freemoult v. *Dedire* (1 P. Wms. 429), *Deacon* v. *Smith* (3 Atk. 323), and *Cheveley* v. *Stone* (2 Dick. 782), are types of another class of cases, from which the general doctrine may be deduced, that a covenant generally to settle land, or to lay out a sum of money in land to be settled, creates a specialty debt; while a covenant to settle particular land, of which the covenantor is seised, creates a specific lien on it. In *Wellesley* v. *Wellesley* (4 Myl. & Cr. 561), Lord *Cottenham* was of opinion that a covenant, on or before a certain day, to secure an annuity by a charge upon freehold estates of inheritance to be situate in England or Wales, or by investment in the funds, created a lien on any property to which the covenantor became entitled between the date of the covenant and the day limited for its performance. Following the principle of all these decisions, *Wood*, V. C., in *Eyre* v. *Monro*, held, that a covenant by a father, in his son's marriage settlement, that, upon certain events, he would, by will or otherwise, in his lifetime, settle out of all his real and personal estate £3,000, or property to that amount, upon certain trusts after his death, created a specialty debt for the amount named. Upon the construction of the covenant, his Honour held that it was not merely a covenant to execute an instrument so as to give the money in his lifetime, or by will, so far as his testamentary estate should extend; but that it created an immediate obligation to be proved against his estate in the event of his dying without having discharged it in his lifetime. "There was no ground," he said, "for holding that the covenant would be satisfied by the covenantor merely purporting to perform it (or by anything short of an effectual performance)—for example, by a disposition of property liable to be diminished or altogether absorbed by debts subsequently contracted." The *cestuis que trust* were, therefore, declared to be entitled in priority to the simple contract creditors of the covenantor.

PRACTICE—EVIDENCE—DRAWING UP DECREE.

Manby v. *Bewicke*, 5 W. R. 867.

A proceedings in a cause, or decrees or orders in another cause between the same parties, may be read at the hearing without an order of the Court specifically authorising the party to read them, upon the principle that the Court takes judicial notice of its own acts. But, according to the old practice, where a party desired to read, at the hearing of a cause, the answers or depositions taken in another cause, even though the parties were the same, he was obliged to obtain an order entitling him to do so. In this suit the plaintiff's bill was dismissed without entering upon the defence. When the decree came to be drawn up, the defendant wished to have entered upon the decree as evidence read office copies of proceedings at law and in equity relating to the subject-matter of the suit, at various periods previous to 1782; and also the whole of the answer in this suit, parts of which only had been read by the plaintiff. *Wood*, V. C., held, that the defendant was entitled, not having had an opportunity of stating what his evidence was, to rely upon everything which he might have used at the hearing; and that he might have referred to office copies of the old proceedings without an order for the purpose. Having consulted the Registrar as to the practice, his Honour also held, that the answer might be entered in general terms as read, and not merely the passages referred to by the plaintiff. It is not stated whether the defendant desired to have entered merely the judgments and decrees in the former actions and suits, or the evidence—the depositions, answers, &c., on which the judgments and decrees were founded; nor whether the Vice-Chancellor's order included the latter. The old practice of the Court appears to have altered as to the rule to which we have referred, which requires an order to entitle a party to read answers or depositions taken in another cause. In *Williams* v. *Broadhead* (1 Sim. 151), Sir *A. Hart* held that an order was not necessary to entitle the plaintiff to read office copies of depositions by living persons in a tithe suit in the Exchequer, in a suit in equity against another person who made the same defence, the only condition imposed on the plaintiff being the production of the bill and answer in the former suit. His Honour there drew a distinction between the case of a cause and cross-cause, and a case where the parties were different in the two causes. In the former case he considered that an order would be necessary, because it saved the necessity of examining the witnesses in both causes; but that, in the latter, it was unnecessary, the object being merely to show that the same points were in issue in both. It has been said that the depositions in another cause may be read without an order, if the whole proceedings in the cause are put in evidence; and that the object of the order is to save the useless expense of proving all the proceedings (see argument of counsel in *Goodenough* v. *Alway*, 2 Sim. & Stu. 482). The practice, however, can hardly be taken as yet settled; for, in the last-mentioned case, Sir *J. Leach* refused to make an order that depositions in a tithe cause in the Exchequer might be read in a suit in equity against other occupiers of land in the same parish, though the object of both suits and the interest of the parties were the same; and he required that the depositions should be proved in due form.

Professional Intelligence.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

We are informed that the Committee of the Manchester Law Association are making considerable preparations in connection with the forthcoming meeting of the Metropolitan and Provincial Law Association, which is to be held at Manchester, in the Town-hall, on Wednesday the 7th, and Thursday the 8th of October next.

We understand that the Local Association has invited to the dinner, which will be held on the evening of Wednesday the 7th, representatives from all the Law Societies in England, all members of Parliament who are or have been solicitors, all mayors who are solicitors, the local members, and many others.

The Local Association, we believe, purpose giving a *déjeûner* on the morning of Thursday the 8th. There will, no doubt, be, as is expected, a large and influential gathering.

INCORPORATED LAW SOCIETY.

(Continued from page 811.*)*

IV. *Usages of the Profession in Conveyancing Matters.*

The Council have taken into consideration several questions of professional usage submitted to them by members of the society and other solicitors, the decisions on which are entered

in the usage book kept in the secretary's office. These questions relate to:—

1. The preparation of mortgages of trust property where there are different solicitors.
2. Procuration fee on mortgages.
3. Searching for and production of title deeds.
4. Charges on the execution of numerous deeds by the same parties.
5. The preparation of disentailing deeds.
6. The execution of counterparts of leases.
7. Bonds of indemnity against the covenants in a lease.
8. Preparing and perusing deeds of covenant.
9. Commission on premiums of insurance.

V. *Remuneration of Solicitors.*

The members are aware, from previous annual reports for several years, that the remuneration of solicitors, especially in proceedings in equity, since the claim orders were issued seven years ago, has been in an unsatisfactory state, alike injurious to the suitor and the solicitor; operating as an impediment to the attainment of justice by the one, and of due remuneration to the other. The Council and their committees have felt it to be their duty to bestow much time and attention on this subject, and to endeavour, by all the means in their power, to remove the grievance complained of. They have addressed various memorials to the equity judges, and many deputations on the part of the solicitors have attended them in furtherance of the objects in view.

These exertions at length produced the Chancery Orders of 30th January last, and the Council regret that the Court has deemed it proper to grant only a comparatively small part of the claim of the practitioners. It is understood that the Commissioners, to whom the matter was referred by the Lord Chancellor, were convinced, by the evidence laid before them, that a loss had been sustained of not less than one-third of the solicitor's emoluments; and that, though the length of Chancery pleadings and other proceedings (upon which a considerable portion of his emoluments depended) had been largely diminished, the personal labour and responsibility of the solicitor had been increased; and it was expected, that, whilst the suitor justly derived considerable relief—not only in the amount of the charges to which he was liable, but in the despatch of the business in which he was interested—the emoluments of the solicitor would be so far provided for that it would not become his interest to decline undertaking suits in Chancery except in behalf of valuable clients whose general business, on the whole, afforded a sufficient recompense for professional services.

Such, however, is the present state of this important matter; and the Council apprehend they must wait the operation of the new scale for some time to come, before they make a further appeal to the judges. It may, however, become necessary, as the Commissioners intimated that part of the claims of the solicitors could only be sanctioned by the authority of Parliament, to submit that part of the case, if not the whole, to the consideration of the Legislature.

Under this head it may be mentioned, that the Council considered a communication relating to the right of solicitors practising in England to participate in the profits of professional business introduced by them and transacted in Ireland, and of solicitors in Ireland participating in business transacted here, when introduced by Irish solicitors; but they agreed in opinion with the Incorporated Society of Attorneys in Ireland that such participation was neither legal nor expedient.

A communication has been received from several solicitors of Hong Kong, with a recent ordinance relating to solicitors' costs, providing (*inter alia*) that in the rules of taxation no distinction should be made as to costs between party and party, and attorney and client; and that special contracts might be entered into to allow any reasonable sum for business done, although higher in amount than the ordinary scale, such agreement to be signed by the client, subject, however, to the control of the taxing officer. It thus appears that a rule which has been long contended for in this country, has been adopted in one of the colonies.

VI. *Concentration of the Courts and Offices of Law and Equity.*

The members are aware that at every convenient opportunity from the year 1840, when the first committee of the House of Commons was appointed at the instance of this society, to the present time, the Council have urged the concentration of all the courts and offices, both of law and equity, in this neighbourhood; and since the last annual meeting they have several times renewed their application to the Government.

It cannot be questioned that the existing courts and offices are quite insufficient for the proper administration of justice, and that the convenience of the public absolutely requires great additional accommodation. Recently the courts of equity have sat in Lincoln's-inn all the year: the courts of the Lord Chancellor and of the three Vice-Chancellors adjoin each other; but they are inconvenient, small, and inadequate. The court of the Master of the Rolls is at some distance from the other equity courts, and on the opposite side of Chancery-lane. The chambers of the equity judges (where a large proportion of the business is now transacted) are hired for the purpose, and are all in different places, more or less distant from each other, and have been temporarily fitted up; and the Masters' offices are in a building distinct from the others, as are also the offices of the taxing-masters.

The Common Law Courts still hold their sittings in term in Westminter Hall, away from the chambers of counsel and attorneys, and distant from three-fourths of the metropolis; and the numerous offices of the three courts are scattered in various parts of the law district.

It is obvious that it would be much more convenient to the suitors, the barristers, the solicitors, and the public, that all these courts and offices should be placed together, with proper and suitable accommodation in accordance with the dignity of the law, and the wealth and position of the country.

A site has been suggested in the immediate vicinity of the inns of court, between Lincoln's-inn and the Temple, and which is at present occupied by ill-drained and badly-ventilated houses of the lowest class.

It appears to the Council that the object might be attained without imposing any charge on the consolidated fund, and without injustice to any one. The returns lately made to Parliament by the Accountant-General of the Court of Chancery show that there is upwards of four millions of stock to the credit of the Suitors' Fund, of which a million and a quarter has arisen solely from profit made by the investments of cash balances in hand, to which no suitors of the court can make any claim. The past accounts show that the Unclaimed Suitors' Fund has been constantly accumulating for upwards of a century, and there is no probability that it will decrease. Supposing it possible that each individual suitor should claim his share and make out his title to the principal of the money paid into court, the sum of 1,291,629*l.* 17*s.* 7*d.* will still remain as surplus interest; and under proper provisions this fund may be applied in purchasing the required site, and in erecting the necessary buildings.

The increase of this fund considerably exceeds the claims on it at the present time; and these claims diminish as the pensions and compensations charged on it, amounting annually to £60,000, fall in to the extent of about £2,000 a-year.

There are several precedents for applying the unclaimed funds to the erection of new buildings for the transaction of legal business. The Act of 14 Geo. 3, c. 43, recites that it would be no injury to the suitors, if the unappropriated accumulations of cash should be employed in rebuilding and erecting the Six Clerks' office, and authorises their application in rebuilding that office, and in erecting proper offices for the Registrar and Accountant-General. In 1791 a sum not exceeding £30,000 was directed by Act of Parliament to be applied out of the interest of the suitors' unemployed cash in building the Masters' offices in Southampton-buildings. In 1800 a further sum of £12,000 was applied in the erection of the Examiners' and other Chancery offices in Rolls-yard.

It may also be mentioned that the Government are now paying several thousands per annum for rents of detached buildings, in which portions of the legal business of the country are carried on.

It is expected that this important subject will soon be brought before Parliament, and that the small and inconvenient courts at Westminster will be removed, in order to complete the buildings and offices of the Houses of Parliament.

(*To be continued.*)

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

Dundas Hamilton v. *The Western Bank of Scotland.*—Dec. 13, 1856.

The facts of this case are very simple, although they raised several points of importance.

R. T. Miller & Co., Merchants, in Glasgow, drew a bill upon A. S. Sichel, of Manchester, for 630*l.* 10*s.*, dated 28th Dec. 1853, and payable four months after date, which was accepted. This bill was discounted by the defender to Miller & Co., upon an arrangement under which Miller & Co. agreed to

transfer to the defender 300 cases of brandy, belonging to them, and lying in bond, to be held "as collateral security" until retirement of the bill above mentioned; and in implement of this agreement, they, on March 16, 1854, handed to the defender a delivery order addressed to the warehouse-keeper, in virtue of which the brandy was transferred in his books to the defender.

The bill above mentioned became due on the 1st of May, 1854; but on the 28th of April it was renewed to the extent of £500 for four months; and in consideration of the defender discounting it, Miller & Co. authorised him, by letter dated May 9, 1854, "still to hold 300 cases brandy transferred to your order March 16th last, as collateral security, until Mr. Sichel's next acceptance to us matures and is retired."

On the 21st of July, the defender gave Miller & Co. a further accommodation of £400.

On August 31st the renewed bill was retired by the acceptor. On Sept. 9, the £400 being still due to the defender, and the brandy still standing in his name, Miller & Co. became bankrupts.

The pursuer was appointed trustee on Miller & Co.'s estate, and raised the present action (which contained alternative conclusions for damages) to enforce delivery of the brandy for behoof of the creditors; the main plea in support of the action being that the brandy was transferred for a special and limited purpose—namely, to secure the debts of 630*l.* 10*s.* and £500 which had been already paid. The defender resisted the demand to deliver the brandy, on the ground *inter alia* that when the £400 had been given it had been agreed that the brandy should be retained in security of that advance also. The pursuer denied this agreement, and a proof on commission was allowed. The proof failed, and a finding to that effect was pronounced by the Lord Ordinary. The defender reclaimed, and having asked leave to add the following pleas to the record—viz. "(4) The brandy in question having been transferred and delivered by the bankrupts to the defender under a real contract of pledge, he is entitled to retain the possession so acquired until all advances made by him to the bankrupts subsequent to his attaining such possession—at least, all such advances made on the faith of such possession—and especially the £400 mentioned in Statement 7 of his defences, are repaid. (5) The said brandy having been transferred to the defender by conveyance *ex facie* absolute, and possession attained and held under such conveyance, he is entitled to retain possession thereof until all advances made by him subsequent to said conveyance and possession are repaid"—the case was remitted to enable the Lord Ordinary to open up the record for the purpose of receiving these pleas.

The case was then argued before the Lord Ordinary on the proof and on the fourth plea, both parties assuming that the transaction was a contract of real pledge. The pursuer, on this footing, maintaining that it was a specific and limited pledge; the defender maintaining that it was a general pledge. The Lord Ordinary pronounced an interlocutor, finding that the agreement averred had not been proved; repelling the whole pleas of the defender, and finding that he "was bound to transfer or deliver over to the pursuer the cases of brandy specified in the summons, and that the detention of them was wrongful and illegal." The Lord Ordinary added a long and elaborate note to his judgment, discussing the contract of real pledge in its general and specific character; and referring to numerous authorities in the Scotch, French, and civil law in regard to the principles upon which the question, whether the pledge was given in security of a specific debt or was general, ought to be determined; the ground of his judgment being, that, in the present case, there was a special appropriation to secure such a debt.

The defender reclaimed, maintaining that he was entitled to retain the brandy whether the agreement were proved or not; that if the transaction were viewed as one of pledge, it must be viewed as a general pledge to cover all advances made subsequent to the contract; that, to limit it to a security for a special debt, a special document so limiting it was necessary; and in support of these views various authorities from the English-French civil and Scotch law were referred to. But the point most strongly urged was, that the transfer, having been *ex facie* absolute, and constructive delivery having taken place, the property in the brandy passed absolutely, subject only to a latent right to recover so much of it as might be found to be redeemable in the circumstances in which it was given. The pursuer maintained his previous plea, that the case was really one of pledge for a specific debt; that it was like an absolute disposition with a back bond to reconvey on payment of the debt in consideration of which the disposition was granted, and that the fifth plea of the defender involved the absurdity of attributing a higher character of transference to a transaction, the facts of which must, if such effect be given to them, be held insufficient to constitute the minor contract of pledge.

The Lord President, in delivering judgment, said, that the case had been several times before the court, and had changed its aspect each time; that he had no doubt the defender had failed on the proof; and that the case must be considered apart from the alleged agreement. That it was difficult to gather from the record what really were the averments of parties; that he thought that the case of each party was to be found in the averments of the other; that the pleas were ambiguous; that the case was first treated as one of pledge, but now as one of absolute transfer; but that he thought the pleas wide enough to cover all the views taken at the debate, though it was difficult to decide the case upon them as they stood. That, in the first place, the brandy, being in a bonded warehouse, was transferred from the name of the bankrupt to that of the defender. That this was not admitted, but that it was sufficiently made out by the documents; that the brandy remains so transferred; that there never was actual custody of the brandy, nor was it intended that actual delivery should be given, which was necessary for real pledge. That there was constructive delivery, but that there was no authority for holding that such delivery was equivalent to actual delivery; that it was not even equal to delivery by giving up the key of a warehouse. That he did not, therefore, consider the transaction one of pledge—the essence of which is, the actual delivery of the subject pledged. But that, although the brandy was not pledged to the defender, if there was enough to constitute a transference of property, that might give him a right to retain the goods for subsequent advances, which must be presumed to have been made on the faith of such transference. That it might not have been the intention that the property should ultimately remain with the defender, but that circumstances might arise which would convert the qualified into an absolute right, as a conveyance qualified by a back bond might become an effectual right of property, though only intended to create a security. That the question was not whether there could be any right in the defender higher than that which actual custody would have given him, but whether the facts resulted in a different right; and that he thought they did, and that there had been such a transference of the property as entitled the defender to retain it till all his claims were settled.

Lord *Ivory* concurred in thinking that the agreement was not proved; that the debate brought out a different question from that discussed before the Lord Ordinary; and that it was upon the plea that the transaction was neither one of pledge nor security, but of absolute transfer of right from the bankrupt to the defender, that he rested his judgment. That he thought confusion had been introduced into Scotch law from a loose use of English terms; that, in reference to the transference of movable property, no two systems started from more conflicting principles; that, in this way, lien and set-off had crept into use in Scotland instead of the proper terms compensation and retention, and that the confusion had become greater on account of the analogies; that the difference was well pointed out in Mr. More's remarks on Stair, with which he agreed, except in regard to what was said about the case of Faulds. That set-off, in England, was altogether the creature of statute; that the system of mutual debits and credits introduced by the Bankrupt Statute had still further approximated the law of England to the broad principle of retention recognised in Scotland. That, in dealing with statute law on one hand, and common law on the other, there was obvious danger in trusting to analogy; that difficulties had arisen in our law itself out of the distinction between custody and possession; that goods sent to be worked upon were in the custody of the workmen, but still in the possession of the owner; that a carrier had a limited custody, but not possession; that a manufacturer has a higher right, but still not possession; that in all these cases a question of retention might arise; that the second shape which custody took was pledge, which conferred more than *mere* custody, what in England is called special property in the article itself; that the possession, no doubt, was of a limited kind, but quite distinguishable from mere custody; that, lastly, there was possession arising from absolute title, under which the present case fell; that a qualification existed, but extrinsic of the absolute right; that the party in possession was absolute proprietor under a personal obligation to divest himself, which the original proprietor had a personal right to enforce. That the statutes in regard to bonded warehouses dealt with transfer alone, and left no *termini habiles* for security or pledge; that it could not be otherwise, as the goods must remain in the warehouse till the duties were paid—so that,

while these were unpaid, no question of custody could arise. That, in this case, it was not meant that the duties should be paid by the defender; that what he was to get was the right to the goods, subject to these duties, and such possession as his debtor had; that he could not get active possession except by increasing his loan, and paying the duties; that the real possession was meant to remain with the warehouse-keeper as before; that if the sale had been unqualified, the delivery order could not have been in stronger terms. His Lordship then referred to several cases where security only had been intended to be given, but where the title had been held to be absolute, because the qualification upon it was extrinsic of the title itself, and concluded by observing that the state of the question arose from the shape of the title, which was an absolute assignation of the goods duly intimated; that the ultimate rights of parties arose by force of law; that the right of retention arose to the defender under the common law, when compensation was shut out; and that the original proprietor could only be reinstated in the possession by the act of the defender, which he could not call into existence except by performing the legal obligations under which he lay to him.

Lords *Curriehill* and *Deas* expressed similar views, and the Court accordingly found the defender entitled to retain the brandy until the advances made subsequently to the transfer were repaid.

Review.

A Historical Sketch of Civil Procedure among the Romans. By J. T. ABDY, LL.D., Regius Professor of Civil Law in the University of Cambridge. Cambridge: Macmillan & Co. 1857.

It is no longer necessary to apologise to English lawyers for bringing under their notice a work on the Civil Law. An acquaintance with some portions of the *Corpus Juris* has become a recognised part of the education of all practitioners who wish to qualify themselves for undertaking the higher branches of their profession, and contributing to guide the course of current legislation. The very subjects, to which attention is at present most prominently turned, suffice to point out the necessity of knowing something of that great system of law which governs so large a portion of the civilised world, and which is itself the expression of the most consecutive and scientific thought which has ever been brought to bear upon jurisprudence. The framers of the Act for the Punishment of Fraudulent Trustees began the difficult task of shaping the intended Bill by inquiring what was the Roman conception and definition of fraud; and the Probate and Divorce Bills abound in points which at once carry us to the Roman law, and to the systems of law which have sprung from it throughout continental Europe. It is expressly provided that the practice and doctrines of the Ecclesiastical Courts—or, in other words, the adaptation of a considerable portion of Roman law to the wants and notions of English society—shall be observed in the new Courts, as far as possible. And it is not one of the least advantages of the constitution of this new tribunal, that no one can henceforward say that a knowledge of the Civil Law belongs to the thinking, not the acting, lawyer—to the jurist, not to the barrister or solicitor. The civil law will in future stand to the practitioner in a place intermediate between a general and a special education. Whatever advantages he may be said to derive from a classical and mathematical education before he commences law at all, he will reap the same when he begins law by entering on that which is the general education of the lawyer.

Dr. Abdy, the Regius Professor of Civil Law in the University of Cambridge, has recently published a "Historical Sketch of Civil Procedure among the Romans." We do not quite understand for what class of persons it was intended, as it is below the level of those who make the civil law a special study, and for ordinary students appears to go over ground which is mostly occupied by other writers. But, whatever may have been Dr. Abdy's object in publishing it, he has compressed into a moderate space the elementary learning connected with his subject, and tells what he has to say in a plain straightforward way. It forms no part of his plan to speculate on the theory of civil procedure generally, or to trace the causes of its changes at Rome, or to connect its history with the history of civil procedure in this country. No book could be more unaffected or unambitious. Dr. Abdy hardly ever ventures upon a general remark. He has collected some facts, and he does not pretend to do more than submit them to the reader. We do not in the least quarrel with his judgment. If Roman law is to be studied, we cannot expect or desire that it should always be handled by men who occupy themselves with the most difficult problems which its contents suggest. There must be humbler workers in the same field. It is necessary that students of Roman law should know the outlines of the civil procedure of Rome; and if Dr. Abdy thinks he can give those outlines in a clear, short, accessible form, he is doing a useful work by carrying out his design. Probably his main purpose is to meet a want felt among his own students, and his Summary may be intended to form the basis of lectures in which he will theorise, when he has once assured himself that the facts of which he is speaking are known to his hearers. We suggest this, because very possibly there may be readers who may regret that a Regius Professor should at this moment, when attention is just beginning to be turned to the Civil Law, have presented us with such a simple, technical, matter-of-fact little volume. We might have been very glad if the subject had been handled in a broader spirit, with a more comprehensive grasp, and with a higher aim. But it is not for the reader to complain if the author does all he offers to do. Dr. Abdy offered to give us a "Historical Sketch of Civil Procedure among the Romans," and he has given it.

If we had to fix on the one primary benefit which English lawyers derive from studying the Civil Law, we should say that it was to be found in the material for comparison which the Civil Law affords. It is not until we know a foreign language, that we can understand grammar; it is not until we have studied the history of another nation, that we can realise to ourselves the history of England. So in studying Law, we should find it very difficult to comprehend the growth of our own system; the causes which have promoted or retarded its advancement; the stage at which we now find ourselves; the direction in which, consciously or unconsciously, we are tending; unless we had a system to compare with our own, which also had an indigenous and gradual growth—was worked out under historical circumstances in some degree similar, and was formed by men whom we must recognise as intellectually our equals or superiors. When we attempt to pursue the comparison between the English and Roman systems, we find no field more instructive than the history of civil procedure in the two countries. Let a person, for instance, ask himself such a question as, what is the origin and meaning of legal fictions—a question which cannot fail to suggest itself to every reflective student of law. An inquirer who only looked to the Roman Law might derive his answer from such considerations as the relations of Rome to the other Italian States; or, if he only looked to English law, he might find a solution in the relations of the ecclesiastical to the civil power. But the combined experience of the two countries teaches him that legal fictions are a stage of the expansion and formation of legal notions, through which nations whose growth in legal civilisation is indigenous are sure to pass. They are the expression of the first efforts of individuals to infuse new thoughts into the fixed framework of law, which, at a certain point of the history of a semi-barbarous people, is almost identical with the framework of society. So, too, when we reach a later epoch, we find in the subtleties of the *formulæ* and of special pleading, a gauge of the national advancement, and a key to the general position attained in legal history.

There is nothing arbitrary in law. Sooner or later, the same questions and the same difficulties must present themselves to those who build up a legal system; and, if no disturbing circumstances intervene, it is probable that these questions will be answered, and these difficulties surmounted, in the same, or nearly the same, manner. The best and the newest chapter in Dr. Abdy's volume treats of the Roman law of evidence. In its general outline, this law is exactly the same as ours. It could not be otherwise. When we hear that "the burden of proof lay on him who affirmed, not on him who denied," what we really learn is, that the Roman lawyers put the dictates of common sense into the shape of a terse and neatly turned sentence. The thing itself was a necessity. There was no choice about it. If the negative had to be proved, actions would be impossible. So, too, when we read of the distinction of presumptions into those *juris et de jure*, *juris tantum*, and *facti*, we know that, whether this distinction had been made or not, presumptions with different degrees of force must have existed. But the Roman lawyers analysed the difference, and invented appropriate technical terms for the component parts of the result of the analysis. This is one of the greatest services which they rendered to future generations of lawyers. They gave accurate names to accurate thoughts. In English law, we have to deplore the want of an accurate legal nomenclature, and there is no better way of estimating our own deficiency, and of

finding hints for its correction, than by turning to the pages of the "*Corpus Juris*."

Dr. Abdy makes one, and only one, general reflection in his volume, and we therefore are inclined to dwell more on it than we otherwise should do. "It is," he says, "a problem somewhat difficult of solution to account for the reasons of the constant improvement of legal institutions visible in most civilised countries in the midst of revolution and war;" and he proceeds to remark, that, in Rome, in England, and in France, "that period of history which is most disfigured with war and discord is remarkable for the steady settlement of the law, and for the decided influence of its teachers." We cannot agree with Dr. Abdy that this problem is a difficult one, and find it a little hard to see that it exists. It is not every period of war and discord that is synchronous with the settlement of the law. The Code Civil of France was certainly framed while France was a young Republic fighting against Europe; but the law of France did not advance a step during the wars of the Fronde. In England the law received its new settlement after, not during, the parliamentary struggle. At Rome, the law grew steadily alike through the struggles of the Republic, and under the settled quiet of the Empire. We do not see any resemblance in the facts to warrant us in supposing that a common principle underlies them. The point is not of much consequence, but in a technical book we are naturally caught by any remark which for a moment tempts us to quit the region of technicalities.

Judicial Business Report.

EVIDENCE OF MR. EDWARD LEE ROWCLIFFE ABRIDGED.

I am a member of the firm of Gregory & Co., solicitors. I have heard the evidence of Mr. Sharpe. I certainly think that a third assize would be very useful in many places, especially in the great manufacturing and commercial towns in the north. In giving that opinion, I am speaking both of civil and criminal business. What I have said as to three assizes is founded upon this belief, that a great many claims are abandoned solely because parties have not a reasonable opportunity of trying them. That belief is founded on the fact, that, in the Borough Court of Liverpool, which sits four times a year, from 50 to 100 causes are entered for trial at each sittings. Some of them, I know, are very important actions, for infringements of patents and so forth, which, I believe, would be tried in the superior courts if facilities were given for them. I allude to the Passage Court, the court over which Mr. Edward James presides. I do not think that any arrangement for an equal division of the year would be a compensation for the want of three circuits. My strong belief is, that merchants frequently give up disputed accounts, which they would have a fair chance of recovering, simply to close their books. They say, we cannot try in a reasonable time, and, therefore, we will give the demand up and close the account. And again, that they would rather give up a disputed account than have the personal trouble and inconvenience of going a long distance, and being detained a considerable time in trying it. Whether a debt is recoverable or not, frequently depends on whether a speedy trial can be had. I agree with Mr. Sharpe, that the business of the common law courts has not fallen off, but that within the last five or six years it has increased, and is still increasing. Then, I say, that the character of the business has very much changed; that it has become less local, and more commercial; that boundary questions and watercourse questions, and so forth, very seldom arise now; and that the questions to be provided for are chiefly those arising out of mercantile transactions. That, in commercial questions, there are two things, in my opinion, necessary. The first is, that the plaintiff should be able to try at a time certain, somewhere or another, as speedily as the process of the law will allow. The other is, that in other cases, he should have a convenient place provided for him, near to him and easy of access, where he could try matters in which time is not so great an object. Then, I say, that, to provide for the first, I think that the plaintiff should have a right, if he chooses to avail himself of it, to lay his venue in London, and to keep it there, subject, of course, to a power on the part of the judge to change it if there were any special circumstances, the judge also having a discretionary power over the costs. Then, I say, that I think the sittings in London during term should be discontinued. I think they are inconvenient to judges, and certainly they are to counsel and to solicitors who are largely engaged. I do not recommend that there should be a third circuit throughout the whole of England; but only in the more populous towns. In my opinion, it is a hardship for parties in Manchester to be obliged to try their cases in Liverpool; and one reason which I give for it is this, that although I believe the Salford division of Lancaster is as populous as the Liverpool division, the Salford division only produces, I think, about one-fourth or one-fifth of the causes. I started with the statement that I think a great number of questions, far more than are tried, are abandoned or compromised, simply because merchants in large business will not leave their places of business to go from Manchester to Liverpool to try them. My house is chiefly an agency house: clients come to me, especially from the north, and they say to me, people really will not try questions if they have the trouble of leaving their places of business for some days to try them; they would rather give them up. I next suggest that I think some arrangement should be made for trying special jury causes in London between the present Easter Term and the present Trinity Term. There is now a long interval when special jury causes cannot be tried in London; practically, from the end of February until the middle of June. Then, I say, to attain the second result, a trial at the most convenient place, I think a new arrangement of the circuits imperatively called for. Lancashire, with some portion perhaps of Yorkshire, would form one circuit. I look upon the present Northern Circuit as most cumbersome and inconvenient; it is quite impracticable, it seems to me, to deal with the amount of business which there is there already. I think that Liverpool and Manchester at once require three circuits; experience would show how far the principle, once conceded, might be extended to other great towns. I do not go beyond Liverpool and Manchester, because I know more about them than I do about other towns. As regards the cause lists in London at present, they are very well arranged; but I think it should be a great object never to put more causes into the paper for each day than can be got through. In London we have daily cause lists, and the expense of a day's attendance in court, either in London or in the country, is very great—seldom less than £10; and I have known it amount to even £100 and more. Scientific witnesses require their ten guineas a day, and even more. To carry out that object, I suggest that cause lists might possibly be prepared in the country. Then I think, also, that causes in the country might perhaps be entered, as in town, some few days before the commission day. I do not know how far that would work practically; but it has just occurred to me, and I have mentioned it for what it is worth. Causes might be entered with the under-sheriff, or with some other person, so that an opinion might be formed of the business which there was to be done. Then I think it is most important that a sufficient time should be given for the assizes throughout the country. At present the judges are frequently obliged to sit from nine o'clock in the morning till seven at night, or even later; and that is certainly a greater amount of labour than I could undergo. I cannot understand how it can be done. We were engaged in a cause some years ago (*Doe* dem. *Bainbrigge* v. *Bainbrigge*) in which the judge sat till very late; I believe, eleven o'clock at night. The judges frequently sit until seven or eight o'clock at night. It is not possible that justice can be administered at a very late hour of the day, with an exhausted Court, so well as it ought to be. I think that not less than four judges should sit in banco. I think it is the most satisfactory tribunal that can be constituted, and I say, as a proof of it, that I do not think that in nine cases out of ten in which an appeal is allowed from a decision in banco there is an appeal; and where there is an appeal, I should say it is frequently invited by the Court, either to determine some new point of law, or to overrule some obsolete decision. I look upon protracted litigation as most unfortunate to all parties engaged in it, and that it is most desirable to obtain a decision of so much weight as to be final as speedily as may be. I think the business at chambers is about the most important business that a judge has to get through. I have brought together here a few of the applications which he has to dispose of: interpleader cases, garnishee orders, applications for writs of injunction and mandamus (they are now applied for at chambers), applications for writs of certiorari and prohibition, applications for orders to hold to bail and to set them aside, all of them important, besides a great number of interlocutory applications in pending actions, such as for inspection, orders for examination and cross-examination of parties, for commissions, to reform pleadings, &c., involving sometimes questions of great magnitude and nice points of law, practice, and discretion. I may say, that upon the point whether the judge thinks that a commission should issue may depend the recovery

of the debt in an action, a debt of not unfrequently £10,000, and even much more. I think that provision should be made for the regular and early daily attendance of judges at chambers. I suggest that there should be a judge at chambers every day at eleven o'clock, to sit there during the whole of the day. At present the business is very satisfactorily done, but I think more time might be devoted to it with great satisfaction to counsel and to parties. For instance, questions of pleading, to discuss them thoroughly, would require an hour, an hour and a half, or two hours, and I have suggested that they might be taken by the judge who sits in daily attendance at chambers, or, possibly, which I think would be a great advantage, they might be taken in the Bail Court in public. When the judge does not come to chambers till three, and it is necessary to obtain his fiat before a writ can be on summons issued, a writ of capias for instance, the offices closing at three in vacation, the writ cannot be issued until the next day, so the defendant may escape. I would suggest that references are now becoming very favourite modes of determining disputes, but practically they are most expensive, and it occurs to me whether certain references might not be taken by judges instead of by counsel. The references before the master answer very well, but I should say that the masters are already rather overburdened. With respect to the long vacation, I would observe, that writs are issued and judgments by default are signed in the long vacation now, only pleadings are stopped.

Births, Marriages, and Deaths.

BIRTHS.

BAYFORD—On Sept. 10, at West Brompton, the wife of J. H. Bayford, Esq., of a son.

EDWARDS—On Sept. 16, at Belsize-terrace, Belsize-park, St. John's-wood, the wife of John Edwards, Esq., Solicitor, of a son, stillborn.

FISCHER—On Sept. 14, at 15 Burton-crescent, the wife of Thomas H. Fischer, Esq., of Lincoln's-inn, of a son.

HARRIS—On Sept. 12, at 5 Sussex-place, Regent's-park, the wife of William Harris, Esq., of Lincoln's-inn, of a son.

MARRIAGES.

CRAWFORD—CHRISTIE—On Sept. 12, Mr. Bartholomew Crawford, to Elizabeth Maria Anna Christie, 2 Somers-place, Hyde-park-square, daughter of the late John Harvie Christie, Esq., Advocate, and Judge of the Court of Appeal in the Isle of Mauritius.

CROSSE—TAYLOR—On Sept. 10, at St. Peter's, Mancroft, Norwich, by the Rev. Charles H. Crosse, M.A., assisted by the Rev. Charles Turner, M.A., Thomas William, son of the late J. G. Crosse, Esq., M.D., F.R.S., to Mary Jane, eldest daughter of Adam Taylor, jun., Esq., Solicitor, Norwich.

DALTON—MOUNTFORT—On Sept. 15, at Checkley, by the Rev. William Hutchinson, Harrison Dalton, of the Middle Temple, Esq., son of the late Richard Dalton, Esq., of Candover House, Hants, to Elizabeth, younger daughter of Henry Mountfort, of Beamhurst Hall, in the county of Stafford, Esq.

FRYER—GARDINER—On Sept. 9, at the church of St. John the Baptist, Hillingdon, by the Rev. Richard Croft, M.A., vicar, Henry Fryer, of Lincoln's-inn-fields, Solicitor, to Sarah Anne, youngest daughter of Thomas Gardiner, of Pen Close, Uxbridge, Esq.

LUCY—WOOD—On Sept. 15, at Hanwell, Middlesex, by the Rev. Edward East, M.A., Henry Charles Lucy, Esq., of Wavertree, near Liverpool, to Harriet Jane, youngest daughter of the late Thomas Wood, Esq., Solicitor, of Shipston-on-Stour.

ORMOND—RAWLINS—On Sept. 10, at the Cathedral, Manchester, by the Rev. Charles Mortlock, vicar of Pennington, near Ulverstone, Lancashire, uncle of the bride, assisted by the Rev. H. M. Westmore, William Ormond, Esq., of Hazlebeach, Northamptonshire, to Frances Elizabeth, daughter of D. A. Rawlins, Esq., Solicitor, Market Harborough.

PRENTICE—FIRMIN—On Sept. 10, at the church of St. Stephen the Martyr, Avenue-road, Regent's-park, by the Rev. Henry Prentice, brother of the bridegroom, assisted by the Rev. Edward Nelson, incumbent, Samuel Prentice, Esq., of the Middle Temple, to Ann Eliza, elder daughter of Philip Venner Firmin, Esq., of Ufton House, Avenue-road.

SMITH—HUNNARD—On Aug. 12, at the Cathedral, Georgetown, Demerara, by the Rev. David Smith, M.A., brother of the bridegroom, assisted by the Rev. G. Wyatt, William Thomas F. Smith, to Emily, fifth daughter of John Hunnard, of the Inner Temple, and Lloyd-street, Pentonville, London.

YEOMAN—SCARR—On Sept. 10, at Hawes Church, Wensleydale, John Yeoman, Esq., of Ruebury House, Osmotherley, Yorkshire, to Isabella, only daughter of the late James Coulton Scarr, Esq., Solicitor, Hawes.

DEATHS.

CLARK—On Sept. 11, at Hoxton, Mr. Thomas Clark, Solicitor, formerly of Brentford, and afterwards of Thavies'-inn, Holborn, aged 76.

HEARN—On Sept. 11, at Ryde, Isle of Wight, aged 32, Thomas Bayley Hearn, Esq., Solicitor, son of the late William Hearn, Esq., of Newport, Isle of Wight.

RAIKES—Killed, on June 1, in the outbreak at Bareilly, George Davy Raikes, Assistant Judge of that place, and eldest son of the late George Raikes, Esq.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

COOKE, WALKER, Gent., Dover-st., Piccadilly, and JOHN HENRY GODWIN, Paperstainer, Park-pl., Little Chelsea, £119 : 14 : 7 Consols.—Claimed by JOHN HENRY GODWIN, the survivor.

FOX, Right Hon. HENRY RICHARD VASSALL, Lord HOLLAND, deceased, £730 : 19 : 4 New 3 per Cents.—Claimed by Right Hon. Lord JOHN RUSSELL and WILLIAM ADAM LOCH, Esq., surviving executors of the Right Hon. ELIZABETH VASSALL, Baroness Dowager HOLLAND, deceased, who was the sole executrix.

GILBERT, Rev. THOMAS, deceased, THOMAS JONES, Esq., deceased, GEORGE COPE, Gent., deceased, and CHRISTOPHER BUCKMASTER, Baker, deceased, all of Little Gaddesden, Herts, £91 : 17 : 2 Consols.—Claimed by WILLIAM HAMMOND, sole executor of the Rev. THOMAS GILBERT.

JOHNSON, JOHN, Walbury, near Sawbridgeworth, Herts, £335 : 10 New £2 : 10 per Cents.—Claimed by Rev. PHILIP JOHNSON, Clerk, the surviving acting executor.

KNAPP, Rev. HENRY, Swaton, Lincolnshire, CHARLES KNAPP, Esq., Inner Temple, LOUISA MARY KENYON, Widow, Torquay, Devon, and HENRY WILLIAM PUTT MARKER, Esq., Digglesbeare, Devon, £251 : 15 : 4 Consols.—Claimed by HENRY KNAPP, CHARLES KNAPP, and LOUISA MARY KENYON, the survivors.

PANTIN, MICHAEL, Rev. GEORGE EVANS, and HANNAH COTTERELL EVANS, Spinster, all of Mile-end-rd., £ 5 New 3 per Cents.—Claimed by HANNAH COTTERELL EVANS, the survivor.

PARKINS, WILLIAM, Esq., Margaret-st., Blackslough, Herts, and LOUISA PARKINS, his wife, £99 : 2 : 4 Consols.—Claimed by WILLIAM PARKINS and LOUISA PARKINS.

ROGERS, JOHN, Merchant, Wavertree, near Liverpool, deceased, MOSES JOYNSON, Esq., of the same place, deceased, and THOMAS HOPKINSON, Esq., Cowley-grove, Uxbridge, deceased, £3,632 : 1 New 3 per Cents.—Claimed by WILLIAM COOK, ISAAC FLETCHER, and RICHARD PROCTOR, the persons named in the order In re Gresham's Settlement.

SMITHER, JOHN, Gent., Well-st., Wellclose-sq., £50 Consols.—Claimed by JOHN SMITHER.

SOUTHWOOD, WILLIAM, Grocer, Windmill-st., Tottenham-ct.-rd., and FREDERICK ALEXANDER ANDREW MAILLARD, Gent., Gt. Dover-st., Surrey, £20 New 3 per Cents.—Claimed by WILLIAM SOUTHWOOD and FREDERICK ALEXANDER ANDREW MAILLARD.

WILD, ANN, Widow, Fareham, Hants, £8 8 : 2 : 11 New 3 per Cents.—Claimed by WILLIAM FULLFORD, the surviving executor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

BROWN, JANE (born about 1785, and recently dead), Spinster, who went abroad with a family of distinction in 1812.—Next of kin to communicate with Mr. J. R. Cross, 9 New-sq., Cambridge.

TANNER, WILLIAM, Shopkeeper, late of Springfield, Essex, deceased, and Mrs. SARAH TANNER, his wife (formerly SARAH WHIPPS), and now also deceased.—Their brothers and sisters, or nephews and nieces, who have not already sent in their claims under the wills of the said WILLIAM TANNER and SARAH TANNER, to apply, with evidence of their relationship, to Mr. Robert Brewster, Solicitor, Surrey Villa, St. Mary's-cross, Lambeth, London, S., within fourteen days from Sept. 17, after which the executors will divide the residuary estates among the legatees who shall have established their relationship.

Money Market.

CITY, FRIDAY EVENING.

The grave character of the intelligence received this week from India has had less effect on our public funds than would naturally be expected. During Monday, Tuesday, and Wednesday there was great dullness, and the price of securities receded in a small degree. Yesterday and to day have been productive of greater fluctuation. Speculators for a fall find their views assisted by the stringency of the continental money markets. The closing price of consols is 90 to 90⅛ for money being ¼ per Cent. below this day week.

The half-yearly meeting of the Bank of England was held yesterday. A dividend was declared of 5½ per Cent. for the half-year. The rate for discount and advances remains unchanged—namely, 5½ per Cent.

From the Bank of England return for the week ending the 12th September, 1857, which we give below, it appears that the amount of notes in circulation is £18,872,825, being a decrease of £374,015; and the stock of bullion in both departments is £11,218,461, showing a decrease of £272,852, when compared with the previous return. The supply of money continues sufficient for the demand, there being very small requirements for speculation.

The directors of the Red Sea Telegraph announce that, under existing circumstances, their line cannot be carried out on the terms previously proposed, and suggest a guarantee from the East India Company, and the Government.

An important change in regard to the management of Exchequer Bills, and the payment of interest thereon is recommended by the committee of the House of Commons to whom it was referred to consider the best mode of arranging such payment and management. The present practice is to call in Exchequer Bills annually, and to pay off or renew the same. The committee propose that the annual renewal of these bills be discontinued; the bills to run on from year to year with the consent of the holders until called in for renewal; that the rate of interest be advertised annually, and that the bills be issued with coupons for the annual interest.

Great satisfaction is felt by the manufacturers of Lancashire

and the adjoining counties, and by others interested in the navigation of the Mersey and in exporting and importing produce through the port of Liverpool, at the act of the last session for the settlement of the town dues of Liverpool levied on that navigation. These dues amounted in 1836 to rather less than £60,000. In 1846 they amounted to more than £85,000, and in 1856 to about £150,000. It is settled by the act referred to, that payment of town dues to the credit of the borough fund of Liverpool, and their application in defraying the local expenses of the borough of Liverpool, shall cease.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	...	...	...	...	218	...
3 per Cent. Red. Ann.	...	...	...	...	...	...
3 per Cent. Cons. Ann.	90⅝ ⅛	90⅝ ⅜ ½	90⅝ ⅜	90⅝ ⅛	90⅝ ⅜ ½	90⅝
New 3 per Cent. Ann.	...	...	...	...	...	...
New 2½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	...	...	...	...
India Stock	...	213	...	210	210	...
India Bonds (£1,000)	...	...	...	...	...	...
Do. (under £1,000)	...	...	...	22s. dis.	22s. dis.	...
Exch. Bills (£1,000) Mar.	...	...	3s. dis	...	7s. dis.	4s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar	7s. dis.	...	...	...	3s. dis.	4s. dis.
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	6s. dis.	4s. dis	2s. dis.	6s. dis.	3s. dis.	3s. dis.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	98½	...	98⅝	98⅝	...
Exch. Bonds, 1859, 3½ per Cent.	...	98½	...	...	98⅝ ⅛	98⅝

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	86	...	...	...	...
Caledonian	82⅜ 3⅛	84	84⅛ 3⅛	82⅜ x d	84⅛ x d	84 x d
Chester and Holyhead	34	34 3⅛ 4	...	33 4	33⅛	34
East Anglian	20⅛	20⅜ ⅛	...	...	20⅛	...
Eastern Union A stock	...	11⅛ ⅜	...	...	...	...
East Lancashire	...	97	...	...	...	93 x d
Edinburgh and Glasgow	...	62⅛	...	...	...	...
Edin., Perth. & Dundee	32⅛ ⅛	32⅛ ⅜	32⅛ 1⅜	31⅜ ⅓	31⅜ ⅜ ⅜	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	96⅛	96	96⅛	...	...	...
Gt. South & West. (Ire.)	100	...	...	...	...	...
Great Western	55⅛ x d	55⅛ ⅛ ⅛	54⅞ ⅜ 5	54⅛ ⅜ ⅜	54⅛ ⅛	54⅛ ⅛
Lancashire & Yorkshire	100⅛	100½	...	97⅛ x d	97 x d	96⅛ x d
Lon., Brighton, & S. Coast	105	...	104⅛ 4	104	...	104
London & North Western	100 x d	99⅜ 100	99⅛ ⅜ ⅛	99⅛ ⅛	99⅛ 8⅞	98⅛ ⅝
London and S. Western	92 1⅜	92⅛ 1⅞	92	92⅛ 2	91⅜ 2	92 1⅛
Man., Shef., and Lincoln	41⅜	42 1⅜	41⅜ 40⅜	40⅜ 1	41⅜ ⅛	41
Midland	81⅛ x d	82 1⅜ 2	81⅜ ⅛	81⅛ ⅜ ⅛	81⅛ ⅛	80⅜ 1
Norfolk	63⅜ x d	...	...	62	...	...
North British	50 49⅜	49⅛ 50	30⅛	50⅛ ⅛	50⅛ ⅜	50⅜
North Eastern (Berwick)	93⅛ x d	92⅜	93⅜ ⅛	93⅛ ⅜	93⅛	92⅜ ⅛
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	...	...	...	32⅜	...	...
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	25⅛	...	25	...	...	...
Shropshire Union	49⅛	49	...	...	...	...
South-Eastern	68⅛ x d	...	68⅛	67⅛	...	...
South-Wales	84 x d	...	...	...	84⅜	...

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2½
Medical, Legal, and General	par
Solicitors' and General	par

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 12TH DAY OF SEPTEMBER, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,067,200	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,592,200
		Silver Bullion	...
	£25,067,200		£25,067,200

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,593,653
Rest	3,903,222	Other Securities	18,664,052
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	7,658,478	Notes	6,194,375
Other Deposits	9,180,187	Gold and Silver Coin	626,261
Seven day & other Bills	783,454		
	£36,078,341		£36,078,341

Dated the 17th day of Sept., 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

PERPETUAL COMMISSIONER FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

FRIDAY, *Sept.* 18, 1857.

WORSLEY, CHARLES RUDSDELL, Gent., Gainsborough, Lincolnshire; for the Parts of Lindsey, in the county of Lincoln.—*Aug.* 17.

Bankrupts.

TUESDAY, *Sept.* 15, 1857.

CHANDLER, JAMES, sen., Brewer, Epsom; carrying on business with his son James Chandler, jun. *Pet.* Aug. 13. Sept. 25, at 1, and Oct. 29, at 12.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Smith, Stenning, & Croft, 3 Basinghall-st.

DEACON, WILLIAM EDWIN, Linendraper, 114 High-st., Gosport, Hants. *Pet.* Sept. 12. Sept. 25 and Oct. 30, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Low, 65 Chancery-la.

DEAN, THOMAS, Scrivener, formerly of Staple's-inn, Holborn; afterwards of St. Swithin's-la.; and now of Barnes, Surrey, and 7 King's Bench-walk, Temple. *Pet.* Sept. 8. Sept. 24 and Nov. 3, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Roy & Cartwright, 4 Lothbury.

FRANCIS, THOMAS, Builder, 11 Lamb-pl., Kingsland-rd. *Pet.* Sept. 15. Sept. 24, at 12, and Oct. 30, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Jones, 20 King's Arms-yd., Coleman-st.

MELROSE, JAMES, & THOMAS EDWARD HUSSEY, Boiler and Chain-cable Makers, 78 Hatton-garden, Middlesex, and Phœnix Works, Tividale, near Dudley, Staffordshire. *Pet. for Arrgmt.* Aug. 6. Sept. 25, at 2, and Oct. 29, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Crosley & Burn, 34 Lombard-st.

NASH, ABRAHAM, Builder, 18 Everett-st., Brunswick-sq. *Pet.* Sept. 14. Sept. 25, at 1, and Oct. 30, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Bolding & Simpson, 35 Gracechurch-st.

SPENCER, JOSEPH BLAKEY, Joiner, Halifax. *Pet.* Sept. 14. Oct. 1 and 23, at 11; Commercial-bldgs., Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Wavell, Philbrick, & Foster, Halifax.

VINCENT, GEORGE, Beer-house-keeper and Blacksmith, Mistley, Essex. *Pet.* Sept. 7. Sept. 25, at 12, and Oct. 30, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Jones, Colchester.

WYLD, JOHN HOPTON (Wyld & Sons), Wine and Spirit Merchant and Rectifying Distiller, 83 Redcliff-st., Bristol. *Pet.* Sept. 11. Sept. 28 and Nov. 2, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Taddy, Bristol.

FRIDAY, *Sept.* 18, 1857.

BEAVEN, GEORGE, Cordwainer, Chippenham, Wilts. *Pet.* Sept. 15. Sept. 29 and Nov. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Salmon, Bristol

BROWN, CHARLES, Boot, Shoe, and Leather Dealer, 26 Edgbaston-st., Birmingham. *Pet.* Sept. 16. Sept. 28 and Oct. 19, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sol.* Collis, 38 Bennett's-hill, Birmingham.

DUTTON, DANIEL, Grocer, Liverpool. *Pet.* Sept. 8. Oct. 1 and 22, at 11 Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sols.* Evans & Son, Liverpool.

FREAR, THOMAS, Draper, Deansgate, Manchester. *Pet.* Sept. 12. Sept. 28 and Oct. 23, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Lawrence, Smith, & Fawdon, 12 Bread-st., Cheapside; or Sale, Worthington, & Shipman, Manchester.

GRATWICK, THOMAS, Cheesemonger, Camberwell-green, and late of 216 High-st., Southwark. *Pet.* Sept. 10. Sept. 30, at 12, and Nov. 4, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Peckham, Serjeants'-inn, Fleet-st.

HARTHILL, ALEXANDER, & JOHN M'KEAN, Woollen Merchants, Huddersfield, Yorkshire. *Pet.* Sept. 9. Oct. 2, and 23, at 11; Commercial-bldgs., Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Sykes, Huddersfield; or Cariss & Cudworth, Leeds.

LLOYD, JOHN, Cattle Salesman, Bryn Salwrn, Llandderfel, Merionethshire. *Pet.* Sept. 14. Oct. 1, and 22, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sols.* Evans & Son, Liverpool.

M'CARTNEY, JAMES, Provision Merchant, South Shields, Durham. *Pet.* Sept. 15. Oct. 2, and Nov. 11, 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Sudlow & Co., 38 Bedford-row, London; or Hodge & Harle, Newcastle-upon-Tyne.

NEWMAN, JAMES, Bookseller, Long Sutton, Lincolnshire. *Pet.* Sept. 15. Sept. 29, and Oct. 27, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol* Coope, Nottingham.

WEBSTER, WILLIAM HUCKS, Corn Merchant, Chipping Ongar, Essex. *Pet.* Sept. 14. Sept. 30, at 1, and Nov. 4, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Duffield, 6 King William-st., City, and Chelmsford, Essex.

WELCH, CHARLES, Innkeeper, Wells, Somersetshire. *Pet.* Sept. 14. Sept. 29 and Nov. 2, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* Robins, Wells.

WHEELER, THOMAS, jun., Miller, Poston Mill, Vowchurch, Herefordshire. *Pet.* Sept. 17. Oct. 1 and 22, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Pritchard, Hereford; Suckling, Birmingham.

BANKRUPTCY ANNULLED.

FRIDAY, *Sept.* 18, 1857.

HARRISON, THOMAS, Coal and Timber Merchant, Harrietsham and Maidstone, Kent. Sept. 15.

MEETINGS.

TUESDAY, *Sept.* 15, 1857.

ALDRIDGE, JAMES WILSHER, Corn Merchant, Witham, Essex. Oct. 6, at 12.30; Basinghall-st. *Com.* Holroyd. *Div.*

BERRY, RICHARD, Innkeeper, Ormskirk, Lancashire. Oct. 8, at 11; Liverpool. *Com.* Stevenson. *Div.*

BRAMOLEY, JAMES, Cotton Manufacturer, Bank Mill, Holcomb Brook, near Bury, Lancashire. Oct. 8, at 12; Manchester. *Com.* Skirrow. *Div.*

CROSTHWAITE, JOHN, Merchant, Liverpool. Oct. 13, at 11; District Court, South John-st., Liverpool. To determine as to the expediency of appointing another agent of the estate in the district of Berbice *vice* Buic, resigned; and as to other matters relating to the estate in Berbice.

ELLIS, ALFRED, Wine Merchant, Wimborne, Dorset. Oct. 6, at 1; Basinghall-st. *Com.* Holroyd. *Div.*

GRIFFITHS, THOMAS HENRY, Coal-dealer, Lowesmoor, Worcestershire. Oct. 8, at 11.30; Birmingham. *Com.* Balguy. *Div.*

HEATHFIELD, WILLIAM EAMES, & WILLIAM ABURROW, Manufacturing Chemists, Princes-sq., Finsbury. Oct. 6, at 1; Basinghall-st. *Com.* Holroyd. *Div.*

JOHNSTON, WILLIAM, Currier, Lower Church-st., Whitehaven, Cumberland. Oct. 7, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

M'KAY, THOMAS CUTHBERT, & JOHN M'KAY, jun., Hosiers, Newcastle-upon-Tyne. Oct. 9, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First Div.*

STUART, HENRY, & RICHARD KENNETT, Tailors, 17 Cork-st., Burlington-gdns. Oct. 6, at 12; Basinghall-st. *Com.* Holroyd. *Div.* joint est.; and *Final Div.* sep. est. H. Stuart.

SYMES, EDWARD BARNARD, & REUBEN RAPER, Electro-platers, 422 Strand. Oct. 6, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

FRIDAY, *Sept.* 18, 1857.

ADAMS, ROBERT, Merchant, Liverpool. Oct. 15, at 11; Liverpool. *Com.* Stevenson. *Div.*

BATEMAN, JAMES, Agent and Broker, Southampton-bldgs. Oct. 13, at 12; Basinghall-st. *Com.* Holroyd. *Fur. Div.*

DANCE, JOHN, & HENRY WANE, Grocers, Fairford, Gloucestershire. Oct. 15, at 11; Bristol. *Com.* Hill. *Div.* joint est.; and sep. est. of J. Dance.

HOLDEN, ARTHUR, Paper Manufacturer, Heap Brow, and Heap Bridge, Bury, Lancashire. Oct. 9, at 12; Manchester. *Com.* Skirrow. *Div.*

SADGROVE, WILLIAM, junr., & RICHARD RAGG, Cabinet Makers, Eldon-st., Finsbury, and Dunning's-alley., Bishopsgate-st. Oct. 10, at 12; Basinghall-st. *Com.*. Holroyd. *Div.*

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Sept.* 15, 1857.

BLECH, JOSEPH EDWARD, Merchant, Liverpool. Nov. 3, at 11; Commercial-bldgs., Leeds.

HIRST, GEORGE MILNES, GEORGE HIRST, & WILLIAM FREDERICK WILMAN, Manufacturers, Batley, Yorkshire. Nov. 3, at 11; Commercial-bldgs., Leeds.

WHARTON, RALPH, Machine Maker, Nottingham. Oct. 27, at 10.30; Shire-hall, Nottingham.

WHARTON, SAMUEL, Ironfounder, Nottingham, lately of Chesterfield. Oct. 27, at 10.30; Shire-hall, Nottingham.

FRIDAY, *Sept.* 18, 1857.

BAINBRIDGE, WILLIAM, and JOSEPH JAMES DALE (otherwise Joseph James Dele, otherwise Joseph James Dell), Shoe Manufacturers, 183 Southwark-bridge-rd.; on application of J. J. Dell. Oct. 9, at 11; Basinghall-st.

BOOTH, GEORGE ROBINS, Engineer, 9 Portland-pl., Wandsworth-rd. Oct. 9, at 12.30; Basinghall-st.

CHRISMAS, TILDEN, Coal Merchant, Chatham, Sheerness. Oct. 14, at 11; Basinghall-st.

M'KAY, THOMAS CUTHBERT, & JOHN M'KAY, jun., Hosiers, Newcastle-upon-Tyne. Oct. 9, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

REYNOLDS, WILLIAM, Draper, Pontypridd, Glamorganshire. Nov. 3, at 11; Bristol.

SINGER, DAVID ARTHUR, Tailor, 307 Oxford-st. Nov. 9, at 1.30; Basinghall-st.

THOMPSON, EDWIN, Innkeeper, Lydbrook, Gloucestershire. Oct. 23, at 11; Bristol.

WINNING, WILLIAM, Smallware Manufacturer, Wirksworth, Derbyshire. Oct. 13, at 10.30; Shire-hall, Nottingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Sept.* 15, 1857.

DALTON, THOMAS, Rope Manufacturer, Darlington. Sept. 11; having been suspended from Feb. 28 for four months.

HUGHES, ENOCH, & WILLIAM ADAMS, Ironfounders, Princes-end, Sedgley, Staffordshire. Sept. 11, 2nd class.

TURNER, JAMES, Oil and Grease Merchant, Newcastle-upon-Tyne. Sept. 11, 3rd class; subject to suspension until June 11, 1858.

FRIDAY, *Sept* 18, 1857.

BARBER, JOHN, Miller, Canal-st, and John-st., Derby, and Stanley, Derbyshire. Sept. 15, 3rd class.

BENNETT, THOMAS, Iron and Coal Master, Oldbury, Worcestershire, and West Bromwich, Staffordshire. Sept. 11, 2nd class.

COOK, JAMES, Boarding-house-keeper, late of 78½ Queen-st., Cheapside, now of Peckham. Sept. 9, 2nd class.

CROWTHER, EDWARD, Merchant, Manchester. Sept. 11, 3rd class; after a suspension of three calendar months.

DOWNES, WILLIAM, Smith, 96 Great Dover-st., Newington. Sept. 10, 2nd class.

EASTON, JOHN, Builder and Timber Merchant, 20 Clapham-rd.-pl. Sept. 11, 3rd class.

FLUX, WILLIAM HENRY, Grocer, Heston, Middlesex. Sept. 10, 1st class.

HANBURY, JONATHAN, Grocer, Matfield-green, Brenchley, Kent. Sept. 9, 2nd class.

HILL, ELIZABETH, Coachbuilder, Little Moorfields. Sept. 10, 2nd class.

M'NAUGHT, ROBERT, Linendraper, Bushey Heath, Herts. Sept. 10, 2nd class.

MARRIOTT, THOMAS, Tailor, Nottingham. Sept. 15, 3rd class; after a suspension of six months.

OWEN, JOHN, & WILLIAM HENRY BOON, Silversmiths, Birmingham. Sept. 11, 3rd class; after a suspension of eighteen months.

PAINE, ALEXANDER, Innkeeper, Croydon. Sept. 10, 2nd class; after a suspension of twelve months.

PRINGLE, JOHN, JOHN THURMAN, & WILLIAM PALMER, Lace Manufacturers, Nottingham. Sept. 15, 2nd class, to J. Pringle & W. Palmer.

SANSBURY, THOMAS STOYLES, Dealer in Hemp, 24 Mark-la. and Seething-lane. Sept. 10, 2nd class.

STONARD, SAMUEL, & LOUIS JOSEPH STONARD, Oilmen, 146 and 139 Shoreditch, and 179 High-st., Hoxton. Sept. 5, 2nd class.

STRANGE, EDWARD, Draper, Swindon, Wilts. Sept. 15, 2nd class.

TURNER, WILLIAM, & THOMAS MASON, Cottonspinners, New Mills, Ashbourne, Derbyshire. Sept. 15, 2nd class, to W. Turner.

TYERS, WILLIAM, Joiner and Builder, Nottingham. Sept. 15, 2nd class.

WALTON, GRANVILLE SCOTT, Factor and Ironmonger, Wolverhampton, Staffordshire. Sept. 11, 2nd class.

Professional Partnerships Dissolved.

TUESDAY, *Sept.* 15, 1857.

CORNER, GEORGE RICHARD, & CHARLES CALVERT CORNER, Attorneys and Solicitors, 19 Tooley-st., Southwark; by mutual consent. Sept. 10.

LEE, THOMAS, & THOMAS ALDER LEE, Attorneys-at-Law, Solicitors, and Conveyancers, Witney, Oxfordshire; by mutual consent. Debts received and paid by T. A. Lee. Aug. 25.

Assignments for Benefit of Creditors.

TUESDAY, *Sept.* 15, 1857.

ADAMS, JAMES CHARLES, Ironmonger, 9 Catherine-pl., Blackheath-rd., Kent. Aug. 15. *Trustees*, G. Winter, Iron Merchant, Bankside, Southwark; B. Perkins, Tin and Ironware Merchant, Bell-ct., Cannon-st. *Sols.* Lindsay & Mason, 84 Basinghall-st.

BLACKWELL, WILLIAM, Draper, Leicester. Sept. 8. *Trustees*, Neale, Builder, Leicester; W. Baines, Ironmonger, Leicester. *Sol.* Stevenson, Leicester.

FEATHERSTONE, ROBERT, Draper and Tailor, Middlesbrough-upon-Tees, Yorkshire. Aug. 19. *Trustees*, J. Smith, Linen and Woollen Draper, Newcastle-upon-Tyne; J. Mellor, Cloth Merchant, Huddersfield. Indenture lies at office of R. Gill, Accountant, Middlesbrough-on-Tees.

TERRY, CHARLES, & RICHARD TURNER TERRY, Tailors, 18 Well-st., London Docks. Sept. 11. *Trustees*, J. Parker, Warehouseman, 11 and 12 Goldsmith-st., Cheapside; G. Rourke, Warehouseman, 8 Gresham-st. West Creditors to execute within six months.

THOMAS, THOMAS, Ironmonger, 36 Duke-st., and 41 Montpelier-st., Brighton. Aug. 17. *Trustee*, J. Francies, Manager of the British Provident Assurance Company, 115 Queen's-rd., Brighton. *Sol.* Runnacles, 77 Ship-st., Brighton.

WILLIAMS, WILLIAM, Builder, Beresford-st., Woolwich. Aug. 17. *Trustees*, W. E. Dawson, Brick Manufacturer, Plumstead-common, Kent; H. E. Wardle, Timber Merchant, Woolwich. *Sol.* Pearce, 12 Rectory-pl., Woolwich.

FRIDAY, *Sept.* 18, 1857.

BUCKLEY, SAMUEL, Auctioneer, Bury, Lancashire. Sept. 8. *Trustees*, J. Shaw, Draper, Bury; J. Pollitt, Brewer, Radcliffe, Lancashire. *Sol.* Harper, Broad-st., Bury.

COOKE, RICHARD, Grocer, Gateshead, Durham. Sept. 11. *Trustees*, T. Wilkin, Corn Merchant, Newcastle-upon-Tyne; I. Hetherington, Cheese Factor, of same place. *Sol.* Story, 16 Market-st., Newcastle-upon-Tyne.

CROSFIELD, AARON, Wholesale Grocer, Bristol. Sept. 8. *Trustees* J. Shute, Wholesale Grocer; H. Prichard, Oil Merchant; both of Bristol. *Sol.* Prichard, 12 Corn-st., Bristol.

FARDON, HENRY FOWLER, Soap Manufacturer, Stoke Works, Worcester. Sept. 15. *Trustees*, H. Harford, G. O. Edwards, and W. G. Coles, Bankers, Bristol. *Sol.* Fussell, 12 Corn-st., Bristol.

Winding-up of Joint Stock Companies.

TUESDAY, *Sept.* 15, 1857.

LONDON AND WEST OF IRELAND FISHING AND FISH MANURE COMPANY (Limited).—A petition for winding up this Company was, on Sept. 14, presented to the Court of Bankruptcy in London, and will be heard by Mr. Com. Fonblanque on Sept. 25, at 11.

FRIDAY, *Sep.* 18, 1857.

WELSH POTOSI LEAD AND COPPER MINING COMPANY (Limited).—Mr. Com. Fane peremptorily orders a call of £1 per share to be made on all the contributories of this Company in schedule A., except those numbered respectively 15, 26, 36, 37, 38, and 51, and to be paid, on Oct. 5, to the Official Liquidator, 2 Basinghall-st.

Scotch Sequestrations.

TUESDAY, *Sept.* 15, 1857.

BUCHAN, JOHN, Accountant, Glasgow. Sept. 19, at 12, Tontine Hotel, Glasgow. *Seq.* Sept. 11.

CLIMIE, ANDREW, Lochwinnoch. Sept. 17, at 1, Rose and Thistle Hotel, County-pl., Paisley. *Seq.* Sept. 2.

FRANKENBERG, MORITZ (Frankenberg Bros.), Fancy Leather Worker, Glasgow. Sept. 22, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Sept. 11.

GREIG, ALEXANDER, Net Manufacturer, Dundee. Sept. 25, at 1, British Hotel, Dundee. *Seq.* Sept. 12.

HUTCHISON, JOHN, Contractor and Flesher, Campbeltown, Ardersier, and Fort George. Sept. 23, at 3, Station Hotel, Academy-st., Inverness. *Seq.* Sept. 9.

LANDELLS, ANDREW, Draper, Airdrie. Sept. 22, at 3; Royal Hotel, Airdrie. *Seq.* Sept. 10.

M'KAY, CHARLES, lately Spirit Merchant, now Lodging-house-keeper, Edinburgh. Sept. 22, at 2, Kennedy's Ship Hotel, East Register-st., Edinburgh. *Seq.* Sept. 10.

MACKIE, DAVID, Plumber, St. Andrews. Sept. 18, at 2, Hastie's Cross Keys Hotel, St. Andrews, Fife. *Seq.* Sept. 11.

MURDOCH, JAMES (Murdoch & Co., and Murdoch & Clement), Valuator and Commission Agent, Glasgow. Sept. 24, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Sept. 11.

FRIDAY, *Sept.* 18, 1857.

CRAIG, WILLIAM, Engineer, who resided at Kirton, Neilston, Renfrewshire, and Glasgow, deceased. Sept. 28, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* Sept. 15.

EADIE, WILLIAM, Shipbroker, Dundee. Sept. 26, at 12, Royal Hotel, Dundee. *Seq.* Sept. 16.

PATERSON, GEORGE, Farmer, Boghead, Kirkintilloch, Dumbarton. Sept. 25, at 2 Elephant Arms Hotel, Dumbarton. *Seq.* Sept. 15.

ROWAN, JOHN MARTIN (Rowan & Co.), Engineer, Glasgow. Sept. 28, at 1, Queen's Hotel, George-sq., Glasgow. *Seq.* Sept. 15.